#### CITY OF PEORIA CONTRACT

This agreement, made and entered into this Tuesday, February 28, 2023, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and C & G Concrete Construction Co, Inc.; Party of The Second Part for the improvement known as the SIDEWALKS AND CURB RAMPS, 2022;

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 FIFTY-SEVEN THOUSAND THREE HUNDRED SEVENTY DOLLARS \$1,357,370.00.

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 DOLLARS \$25,000.

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

IN WITNESS WHEREOF, the said parties have to	executed these presents on the date above mentioned.
THE CITY OF PEORIA	PARTY OF THE SECOND PART
241H	CAG CONCRETE CONSTRUCTION CO., INC.
BY: FWOLK	(name of individual, firm or corporation)
City Manager	Malaraia II XIIII III
18101000000000000000000000000000000000	BY: THE MANY STATES OF THE BY
WILL CF PER TON	(member of firm or officer of corporation)
America Della	700 G D
ATTEST: Ujania Jarr	(If a Co-Partnership)
City Clerk	(seal)
BY: Mra D. Bondo	(seal)
Chief Deputy City Clerk	Partners doing business under the firm name
EXAMINED AND APPROVED:	of (seal)
1/2/11	(PARTY OF THE SECOND PART)
Corporation Counsel	(If an Individual)

(seal)

(PARTY OF THE SECOND PART)

Bond No: 7315414

## CITY OF PEORIA PERFORMANCE BOND

NOW ALL MEN BY THESE PRESENTS, that we, C & G Concrete Construction Co., Inc., and individual, of
a co-partnership, of
a corporation organized under the laws of the State of
as Principal, and Old Republic Surety Company
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 FIFTY-SEVEN THOUSAND THREE HUNDRED SEVENTY DOLLARS \$1,357,370.00, 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 SIDEWALKS AND CURB RAMPS, 2022 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;
OW, 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 28th day of February, 2023
EXAMINED AND APPROVED FOR THE CITY OF PEORIA  Principal  Old Parable South Control
By Corporation Counsel Old Republic Surety Company  Sureties

STATE OF	Illinois	)			
		) SS			
COUNTY OF _	Tazewell				
Ι,	Sabriel Meiss		, a N	otary Public in and for J. Endress	r said County, in
the State aforesa	id, do hereby o	ertify that _	Donald	J. Endress	,
who is personall as the Attorney i	y known to me n Fact for	to be the sar Old Rep	me person who s public Surety Co	igned the above foreg	oing instrument
appeared before	me this day in	person and a	cknowledged th	at he signed the name	of
Attorney in Fact,	as the free and	l voluntary a	ct of his said Pri	s his Principal, and his ncipal for the uses and nority given him by his	purposes therein
Given under my	hand and Nota	rial Seal, this	s28thday or	fFebruary	YEAR 2023
	NOTARY PUBLIC STATE OF ILLINOIS	GABRIEL ME OFFICIAL SE Notary Public - State My Commission March 08, 20	EAL of Illinois	Wil mi-	Notary Public

# LD REPUBLIC SURETY COMPANY

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and

DONALD J. ENDRESS, ARLEN EDELMAN, TRENT W. SCHOLL, AUSTIN ENDRESS, GABRIEL MEISS, JESSE WAIBEL, OF EAST PEORIA, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

#### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be 25TH \_\_\_\_ day of \_\_\_\_ AUGUST, 2022.

Karea J. staffeer

Assistant Secretary

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

OLD REPUBLIC SURETY COMPANY

On this 25TH , personally came before me, Alan Pavlic Karen J Haffner \_, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

My commission expires:

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in

40-0533

Signed and sealed at the City of Brookfield, WI this 28th

day of February, 2023.

**Assistant Secretary** 

LEDGESTONE ASSOCIATES LLC

## TABLE OF CONTENTS

l.	PROPOSAL DOCUMENTS	Page #
	A. Instructions to Bidders	1-7
	B. Proposal Bid Form	8-14
	C. Bid Bond	15-16
	D. Proposed Product Substitutions	17
	E. CITY OF PEORIA SUBCONTRACTOR UTILIZATION STATEMENT	18-19
	F. MBE/WBE PARTICIPATION WAIVER REQUEST	20
	G. Bidder Qualifications Statement	21-25
	H. Bidder's Certification	26
	I. Health, Safety & Welfare Affidavit	27-28
II.	EQUAL EMPLOYMENT OPPORTUNITY	Page #
4	A. EEO Contract Compliance Clause	29-32
	B. Minority and Women's Business Enterprise Participation	33-37
	C. Human Rights Act	38
III.	GENERAL CONDITIONS	Page #
	A. Reference to IDOT Standard Specifications	39
	B. City Engineer, Resident Engineer, and Design Engineer	39
1100	C. Property Owner Considerations	39
	D. Contract Time	40
	E. Liquidated Damages	40
	F. Project Schedule	41
	G. Responsibility for Damage Claims	41
	H. Contractor's Insurance	42
12.75	I. Proof of Insurance	43
	J. Guarantee Period	44
	K. National Pollutant Discharge Elimination System Permit	44
	L. Substance Abuse Prevention Program	44
	M. Examination of Existing Conditions	44
	N. Payment for Items not Listed	45
	O. Payment for Change Order Work	45
	P. Alternate Materials	45
	Q. Temporary Utilities	46
	R. Record Drawings	46
	S. Shop Drawings and Material Certifications	46
	T. Utility Protection and Relocation	46
	II Utility Isolation	17

	V. Site Protection and Cleanup	47
	W. Safety Requirements and Protection of Property	47
	X. Property and Right of Way Markers	48
	Y. State Sales Tax Exemption	48
	Z. Material Storage and Staging Area	49
	AA. Disposal of Materials	49
	BB. Training Program Graduate On-The-Job Training Special Provision (TBG)	49
	CC. Certified Payroll	51
	DD. Prevailing Wage Provision	51
IV.	SPECIAL PROVISIONS	Page #
	Location of Project	60
	Description of Project	60
	Line and Grade Stakes	60
	Availability of Electronic Files	60
	Status of Utilities/Utilities to be Adjusted	61
	Utilities – Locations/Information on Plans	62
	Traffic Control Plan	63
	Class SI Concrete (Miscellaneous)	63
	Combination Concrete Curb and Sidewalk 4 Inch (Special)	64
	Concrete Step Removal	64
	Curb Wall (Special)	65
	Hot-Mix Asphalt Mixture Requirements	65
	Inlets to be Adjusted (Special	65
	Pay Item Measurement and Payment	66
	Quality Control of Concrete Mixtures	66
	Portland Cement Concrete	66
	PCC QC/QA Electronic Reports Submittal	66
	PCC Automatic Batching Equipment	67
	Removal of Materials	67
	Remove and Reset Ornamental Fence	67
	Retaining Wall Removal	68
	Concrete Retaining Wall Removal	68
	Timber Retaining Wall Removal	68
	Stage Construction of Sideroads	68
	Check Sheet for Recurring Special Provisions	69-70
	Storm Water Pollution Protection Plan	71-77

V. APPENDIX	Page #
A. EEO Documents	
1. Employer Report CC-1	A-2
2. Minority and Women Business Enterprise Di	rectory A-3
3. Equal Employment Opportunity	A-3
4. Minority and Female Workforce Utilization	A-3
5. Monthly Workforce Analysis	A-4
B. Contract	A-5
C. Performance Bond	A-6 to A-8
D. Subcontractor Payment Form	A-9
E. IDOT Highway Standards	A-10 to A-36
,	7, 20 10 7, 1

#### **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 <u>2:00pm on February 7<sup>th</sup>, 2023</u> and at that time publicly opened and read.
- b. Description of Work.
  - Proposed improvement is officially known as Sidewalks and Curb Ramps, 2022.
  - ii. The proposed improvement consists of Construction of new PCC sidewalks and all associated work including PCC driveways, curb ramps, detectable warnings, and retaining walls, where required, in various locations throughout the City of Peoria.
  - iii. Project locations are as follows: The intersection of Sherwood Avenue and Hudson Street, the North and South sides of Maywood Avenue from California Avenue to Wisconsin Avenue, the North side of Corrington Avenue from California Avenue to Indiana Avenue, the South side of Gift Avenue from Indiana Avenue to Wisconsin Avenue, the Virginia Avenue & California Avenue intersection, the Virginia Avenue & Indiana Avenue intersection, the North side of Virginia Avenue from 200' west of Wisconsin Avenue to Wisconsin Avenue and the North side of Wilhelm Road from 250' west of Geneva Drive to 200' east of Geneva Drive.

#### 2. Copies of Bidding Documents

- Plans, proposal forms, and specifications for the proposed project can be obtained at no chargeby requesting an electronic plan set from pwdropbox@peoriagov.org
- b. Complete sets of Bidding Documents shall be used in preparing Bids; neither City nor Engineerassumes 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 forany other use.

#### 3. Qualifications of Bidders

a. To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bidthe following information:

- b. Evidence of Bidder's authority to do business in the state where the Project is located.
- Evidence of Bidder's prequalification with the Illinois Department of Transportation to perform the type of work required to complete this Project.
- d. Bidder's state or other contractor license number, if applicable.
- e. A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- f. No requirement in this Article 3 to submit information will prejudice the right of City to seekadditional pertinent information regarding Bidder's qualifications.
- g. Bidder is advised to carefully review those portions of the Bid Form requiring Bidder'srepresentations and certifications.

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

- a. Bidder shall conduct the required Site visit during normal working hours and shall not disturbany ongoing operations at the Site.
- Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Siteconditions.
- c. On request, and to the extent City has control over the Site, and schedule permitting, the Citywill 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 practicalbecause 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 uponcompletion of such explorations, investigations, tests, and studies.

## 5. Bidder's Representations

- a. It is the responsibility of each Bidder before submitting a Bid to:
  - examine and carefully study the Bidding Documents, and any data and reference itemsidentified in the Bidding Documents;
  - ii. visit the Site, conduct a thorough, alert visual examination of the Site and adjacentareas, 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 affectcost, 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 atthe 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 thewritten resolution thereof by Engineer is acceptable to Bidder;
- viii. determine that the Bidding Documents are generally sufficient to indicate and conveyunderstanding 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 tobeing 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 substantiallycompleted, 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, SubstantialCompletion, 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 ordescribed 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 allowsthe Contractor to request that Engineer authorize the use of a substitute or "or-equal" item ofmaterial 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 orentities 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 anysuch 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 hasreasonable objection.
- c. The apparent Successful Bidder, and any other Bidder so requested, shall within five days afterBid 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, andunit 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 (whosetitle 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 orother 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.
- Postal and e-mail addresses and telephone number for communications regarding the Bid shallbe 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 guaranty may be in the formof 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 of Bids.
- 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

- 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 Citywill 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.
- If City awards the contract for the Work, such award shall be to the responsible Biddersubmitting 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 Bidderand 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, itshall 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 executeand 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 beincorporated in the Work.

#### **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:

Addendum No.	Addendum, Date
1	1/23/23
2	2/2/23

- 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) 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.
- 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 orrules 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:
  - "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;
  - "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;
  - "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
  - "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e 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 furthercertifies 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.
- 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 frombidding 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. <u>Bidders shall include a copy of their Illinois Department of Transportation "Certificate of Eligibility" with their bid.</u>
- 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 statement. The form may be obtained from the City's website at <a href="https://www.peoriagov.org/equal-opportunity/">www.peoriagov.org/equal-opportunity/</a> by clicking on the link. You can also request a copyby e-mail or calling:

#### PROPOSAL BID FORM

Equal Opportunity Manager eoo@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 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: 03712-230331

#### 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):

Item	Description	Quantity	Unit	Unit Price	Amount
20100210	TREE REMOVAL (OVER 15 UNITS DIA.)	36	UNIT	\$82.00	\$2,952.00
20200100	EARTH EXCAVATION	1118	CU YD	\$40.00	\$44,720.00
21101615	TOPSOIL FURNISH & PLACE, 4 INCH	4841	SQ YD	\$11.30	\$54.703.30
25000400	NITROGEN FERTILIZER NUTRIENT	60	POUND	\$7.00	\$420.00
25000500	PHOSPHOROUS FERTILIZER NUTRIENT	60	POUND	\$7.00	\$420.00
25000600	POTASSIUM FERTILIZER NUTRIENT	60	POUND	\$7.00	\$420.00
25200100	SODDING	4841	SQ YD	\$19.50	\$94.399.50
25200200	SUPPLEMENTAL WATERING	49	UNIT	\$130.00	\$6.370.00
28000500	INLET AND PIPE PROTECTION	17	EACH	\$150.00	\$2,550.00
35101600	AGGREGATE BASE COURSE, TYPE B, 4 IN.	5393	SQ YD	\$14.00	\$75,502.00
42300200	P.C.C. DRIVEWAY PAVEMENT, 6 INCH	1392	SQ YD	\$90.00	\$125.280.00
42400100	P.C.C. SIDEWALK, 4 INCH	20624	SQ FT	\$9.00	\$185,616.00
42400300	P.C.C. SIDEWALK, 6 INCH	4193	SQ FT	\$10.00	\$41,930.00
42400800	DETECTABLE WARNINGS	472	SQ FT	\$35.00	\$16,520.00
44000100	PAVEMENT REMOVAL	512	SQ YD	\$23.00	\$11,776.00
44000200	DRIVEWAY PAVEMENT REMOVAL	923	SQ YD	\$22.50	\$20,767.50
44000500	COMB. CURB AND GUTTER REMOVAL	1886	FOOT	\$10.00	\$18,860.00

## **PROPOSAL BID FORM**

Item	Description	Quantity	Unit	Unit Price	Amount
44000600	SIDEWALK REMOVAL	21962	SQ FT	\$2.00	\$43,924.00
44201737	CLASS D PATCHES, TYPE I, 8 INCH	155	SQ YD	\$220.00	\$34,100.00
44201741	CLASS D PATCHES, TYPE II, 8 INCH	112	SQ YD	\$220.00	\$24,640.00
44201745	CLASS D PTACHES, TYPE III, 8 INCH	93	SQ YD	\$220.00	\$20,460.00
44201747	CLASS D PATCHES, TYPE IV, 8 INCH	130	SQ YD	\$220.00	\$28,600.00
50901760	PIPE HANDRAIL	42	FOOT	\$360.00	\$15,120.00
60603800	COMBINATION CONC. CURB & GUTTER, TYPE B-6.12	4066	FOOT	\$65.00	\$264,290.00
67100100	MOBILIZATION	1	LS	\$57,000	\$57,000.00
X0325279	CLASS SI CONCRETE (MISCELLANEOUS)	10	CU YD	\$1,200.00	\$12,000.00
X1700022	COMBINATION CURB & SIDEWALK, 4 INCH (SPECIAL)	922	SQ FT	\$18.00	\$16,596.00
X1700107	CURB WALL (SPECIAL)	513	SQ FT	\$75.00	\$38.475.00
X3400004	RETAINING WALL REMOVAL	269	FOOT	\$25.00	\$6,725.00
X6026200	INLETS TO BE ADJUSTED, SPECIAL	17	EACH	\$1,200.00	\$20,400.00
X7010216	TRAFFIC CONTROL & PROTECTION (SPECIAL)	1	LS	\$24.883.70	\$24,883.70
Z0012455	CONCRETE STEP REMOVAL	14	EACH	\$500.00	\$7,000.00
Z0013798	CONSTRUCTION LAYOUT	1	LS	\$15,000.00	\$15,000.00
Z0050600	REMOVE & RESET ORNAMENTAL FENCE	45	FOOT	\$100.00	\$4,500.00
Z0075496	CONCRETE RETAINING WALL REMOVAL	26	FOOT	\$50.00	\$1,300.00
Z0075505	TIMBER RETAINING WALL REMOVAL	123	FOOT	\$50.00	\$6,150.00
Z0076604	TRAINEES TRAINING PROGRAM GRADUATE	200	HOURS	\$65.00	\$13.000.00

Total Base Bid Amount \$1,357,370.00

in writing One Million Three Hundred Fifty Seven Thousand, Three Hundred Seventy 00/100

City of Peoria Sidewalk and Curb Ramps, 2022 PROPOSAL DOCUMENTS

#### 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

## **ARTICLE 8 - BID SUBMITTAL**

BIDDER:
C&G Concrete Construction Co., Inc.
By: [Signature] Aday Sluck
[Printed name] Rodney Slusher
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: [Signature]
[Printed name] Totricia ASILLAN
Title: President
Submittal Date: <u>2/7/2023</u>
Address for giving notices:
1906 Meadow Ave, East Peoria, IL 61611
Telephone Number: 309-699-0384
Fax Number: <u>309-699-6922</u>
Contact Name and e-mail address: Rodney Slusher
rodney@cngconcrete.com
Bidder's License No.: 688
(where applicable)

## PROPOSAL DOCUMENTS

## **BID BOND**

Any singular reference to Bidder, Surety, Owner or other	r party shall be considered plural where applicable.
BIDDER (Name and Address): C&G Concrete (1906 Meadows East Peoria, IL 6	
SURETY (Name, and Address of Principal Place of Busin	Old Republic Surety Company 445 S Moorland Rd, Suite 200 Brookfield, WI 53005
OWNER (Name and Address):  City of Peoria Department of Publ 2505 N Dries Lane Peoria, IL 61604	lic Works
Bid Due Date: Description (Project Name— Include Location):	2/7/23 at 2:00pm Sidewalk and Curb Ramps, 2022
BOND Bond Number: Date: 2/7/2023 Penal sum 5% of bid	\$ 5% of bid
(Words)	(Figures)
Surety and Bidder, intending to be legally bound herel this Bid Bond to be duly executed by an authorized off	icer, agent, or representative
BIBBER	SUREIT SEE !
C&G Concrete Construction Co., Inc. (Seal)	Old Republic Surety Company
By: Partial Albardus	Surety's Name and Corporate Seal  By:  By:
Signature	Signature (Attach Power of Attorney)
Latricia A Slushow	Jesse Waibel
Print Name	Print Name
President	Attorney-in-Fact
Title	Title
Attest:	Attest: Make Aluk
Signature Secretary Treesurer	Signature Account Manager
Title	Title

City of Peoria
Sidewalk and Curb Ramps, 2022
PROPOSAL DOCUMENTS

#### **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.



#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: DONALD J. ENDRESS, ARLEN EDELMAN, TRENT W. SCHOLL, AUSTIN ENDRESS.

GABRIEL MEISS, JESSE WAIBEL of PEORIA, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

#### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary: or
- when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNE	SS WHERE	OF, OLD REPUE	BLIC SURETY (	COMPANY has ca	used these prese	ents to be signed i	by its proper officer.	and its corporate seal to	o he
affixed this	25th	day of		ıgust	_ ,2022	5	-2 F F , .	and no corporate court	, 50
				and the	C SUREY THE	OL	D REPUBLIC SUR	ETY COMPANY	
1	Assistant	Haffu Secreta - WAUK		O REPLIE	SEAL STATE OF THE SEAL OF THE		Aln Awle	l. Ve	
On this and who executed they are the said	25th Ka he above inst d officers of th	day of ren J Haffner rument, and they se corporation afo	August  / each acknowled	, to me know edged the execution at the seal affixed to	on of the same, a to the above instri	viduals and office and being by me ument is the seal	ers of the OLD REPU	BLIC SURETY COMPA erally depose and say: and that said corporate	that
					OTAA,	Kod	hrzn R. i	Pearson	



My Commission Expires:

September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



CERTIFICATE

City of Peoria Sidewalk and Curb Ramps, 2022 PROPOSAL DOCUMENTS

#### 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 onthis 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

MANUFACTURER'S NAME AND PRODUCT	<u>ADD</u>	<u>DEDUCT</u>

- 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 successfulBidder's Proposed Product Substitution List will be evaluated.

6. SIGNATURE OF BIDDER

	Individual or Corporate Nam
Ву	Robing Sheet
Address	1906 Meadow Ave, East Peoria, IL 61611

C&G Concrete Construction Co., Inc.



## CITY OF PEORIA SUBCONTRACTOR UTILIZATION STATEMENT

Section I (select all that apply) MBE/WBE Subcontractor(Non MBE/WBE Subcontra				
Section II PRIME CONTRACTOR			PROJECT	
Name: C&G Concrete Construction	Co., Inc.		Name: Sidew	alk and Curb Ramps 2022
Address: 1906 Meadow Ave, East F	eoria, IL 61611		Total Contrac	t Value: _ \$1.3M
Phone: 309-699-0384				
Contact Person: Rodney Slusher				
Email: rodney@cngconcrete.com				
Ownership Status: MBE	WBE_X	_ M/WBE	Non-N	//WBE
Section III: Selected Subcontrac	tors		T	
Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
Kelch Landscape	WBE	\$153,966.25	12%	Landscape
Kelley Ironworks	WBE/DBE	\$14,805	1%	Handrail
TOTALS				
*If more than seven firms are util  Section IV: Subcontractors that some			selected (M/V	- WOODWOOD COM
				Demai Reason
*If more than seven firms submitt	ed quotes, ple	ase copy the fo	rm and attach	the additional information.
CONTINUES ON NEXT PAGE For Office Use Only Reviewed by:				

Section V: Subcontractors Contacted (M/WBE Only)

Kelch LandscapeEmailRespondedBuddy's LandscapingEmailNo Responded	Method of Contact	Contact Outcome
Buddy's Landscaping Email No Respo	Email	No Response
	Email	Responded with Bid
Kelley Ironworks Email Responded	Email	No Response
	Email	Responded with Bid
		Email Email Email

<sup>\*</sup>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 <u>have an obligation</u> 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, dominatingor conflict of interest in any of the listed subcontractors.

La Street Short	2/7/2023	
Signature of Prime Contractor	Date	

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



## **CITY OF PEORIA**

## MBE/ WBE PARTICIPATION WAIVER REQUEST

PEORIA MIDE/ 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.
X (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/orWBE 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 tosolicitation. (Attach explanation)
(2) Followed up with initial solicitation of MBEs and WBEs to determine if firms are interested indoing business. (Attach explanation)
(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs andWBEs 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
(2) DATE 2/16/2023
.,

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

Bidder Qu	ualification Statem	ent
1.	SUBMITTED BY	<b>!</b>
	Official Name of I	Firm: C&G Concrete Construction Co., Inc.
	Address:	1906 Meadow Ave, East Peoria, IL 61611
2.	SUBMITTED TO	:
	Owner:	City of Peoria
TYPE OF WORK: Construction of new PCC sidewalk driveways, curb ramps, detectable was Other proposed work includes excombination concrete curb and gut		Sidewalks and Curb Ramps, 2022
		driveways, curb ramps, detectable warnings, and retaining walls, where required. Other proposed work includes earth excavation, aggregate base course, combination concrete curb and gutter, various removals, sodding and related work, in various locations throughout the City of Peoria.
	Contact Person:	Rodney Slusher
	Title:	Vice President
Phone: 309-208-4		309-208-4601
	Email:	rodney@cngconcrete.com
4.	AFFILIATED COM Name:	IPANIES:
	Address:	

5.

TYPE	OF ORGANIZATION:	
	SOLE PROPRIETORSHIP	
	Name of Owner:	
	Doing Business As:	
	Date of Organization:	
	<u>PARTNERSHIP</u>	
	Date of Organization:	
	Type of Partnership:	
	Name of General Partner(s):	
$\checkmark$	CORPORATION	
	State of Organization:	Illinois
	Date of Organization:	4/20/1966
	Executive Officers:	
	- President:	Patricia Slusher
	- Vice President(s):	Rodney Slusher
	- Treasurer:	Ryan Slusher
	- Secretary:	Ryan Slusher

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:	
loint Venture Managing Partner	
- Name:	
- Address:	
oint Venture Managing Partner	
- Name:	
- Address:	

0.	LICE	NSING		
		Jurisdiction:	City of Peoria	
		Type of License:	Sidewalk/Driv	reway
		License Number:	688	
		Jurisdiction:		
		Type of License:		
		License Number:		
7.	CERT	TIFICATIONS		CERTIFIED BY:
		Disadvantage Business Er	nterprise:	
		Minority Business Enterp	rise:	
		Woman Owned Enterpris	e:	City of Peoria
		Small Business Enterprise	:	
		Other (	_):	
8.	BON	DING INFORMATION		
		Bonding Company:	Old Republic	Surety Company
		Address:	332 W Marion	Avenue, Suite 6, Forsyth, IL 62535
			Ledgstone 410 N Main St, East Peoria, IL 61611	
		Bonding Agent:		
		Address:		
		Contact Name:	Jesse Waibel	
		Phone:	309-339-3044	4
		Aggregate Bonding Capaci	ty: <u>\$3.0M</u>	
		Available Bonding Capacity	as of date of thi	s submittal:_\$3.0M

9.	CONSTRUCTION EXPERIENCE:	
	Has firm listed in Section 1 ever failed to complete	
	If YES, attach as an Attachment details including	
	Has any Corporate Officer, Partner, Joint Venture construction contract awarded to them in their name	participant or Proprietor ever failed to complete a ne or when acting as a principalof another entity?
	YES NO If YES, attach as an Attachment details including	ng Project Owner's contact information
	Are there any judgments, claims, disputes or litigati in Section 1 or any of its officers (or any of its partner if a joint venture)?	on pending or outstanding involving the firmlisted
	☐YES ✓ NO If YES, attach as an Attachment details including	Project Owner's contact information.
I HERE	BY CERTIFY THAT THE INFORMATION SUBMITTED TO THE BEST OF MY KNOWLEDGE AND BELIEF.	HEREWITH, INCLUDING ANY ATTACHMENTS, IS
	NAME OF ORGANIZATION:	C&G Concrete Construction Co., Inc.
	BY:	Lalony Sluck
	TITLE:	Vice President
	DATED:	2/7/2023
NOTAR	RY ATTEST:	
SUE THI	SSCRIBED AND SWORN TO BEFORE ME S 7 + DAY OF February, 20 23	
NO <sup>-</sup>	TARY PUBLIC - STATE OF Thines	OFFICIAL SEAL RYAN SLUSHER NOTARY PUBLIC, STATE OF ILLINOIS TAZEWELL COUNTY
IVIY	COMMISSION EXPIRES: 11/25/2023	MY COMMISSION EXPIRES 11/25/2023 \$

## **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	Rodney Slusher Name	, do hereby certify that:
1.	I amVice President Position	of the <u>C&amp;G Concrete Construction Co., Inc.</u>
2.	and have authority to execute this certification.  This firm is not barred from bidding on this cont. Bid-rigging, or Section 33E-4, Bid Rotating, as se	on behalf of the firm; ract as a result of a violation of either Section 33E-3, t forth in Article 33E to the "Criminal Code of 1961".
Name o	of Firm C&G Concrete Construction Co., Inc	
Signatu	re falony Sluck	
Title	Vice President	
	2/7/2023	
Corpora	ate Seal (where appropriate)	
On this_	7th day of Februa	20 <u>23</u> ,
	ne appeared (Name)Rodney Slusher	
to me p	ersonally known, who, being duly sworn, did ex	ecute the foregoing affidavit, and did
state th	at he or she was properly authorized by (Name	of Firm) C&G Concrete Construction Co., Inc.
	to execute the a	ffidavit and did so as his or her free act and deed.
Notary F		Commission Expires 1-25-2023
Notary S	OFFICIAL SEAL RYAN SLUSHER NOTARY PUBLIC, STATE OF ILLINOIS TAZEWELL COUNTY MY COMMISSION EXPIRES 11/25/2023	

**END OF DOCUMENT** 

#### **HEALTH SAFETY & WELFARE AFFIDAVIT**

(This Affidavit must be executed)

STATE OF Illinois
COUNTY OF Tazewell ) SS
Rodney Slusher
being first duly sworn, deposes and says that he is <u>Vice President</u>
(Sole Owner, a Partner, President, Secretary, etc.) of
C&G Concrete Construction Co., 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 LaborStandards Act (FLSA), Americans with
Disabilities Act (ADA), Age Discrimination in EmploymentAct (ADEA), National Labor Relations Act (NLRA),
the Federal Civil Rights Act, The Illinois HumanRights 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 thehealth,
safety, or welfare of workers.
Any Bidder who willfully fails or refuses to include the information required in the preceding paragraph,

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:

	lar violations, or one of three or more similar nmediately preceding the submission of the bid, or
classified by an agency of the state or federal	government as serious, or
one which threatened the health or safety of	the workers employed by the bidder, or
one resulting in the payment of back wages a	and benefits of \$5,000 or more, or
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.	
	Patricy a Sender
	Affiant
ribed and sworn to before me this	day of February 2023
OFFICIAL SEAL RYAN SLUSHER NOTARY PUBLIC, STATE OF ILLINOIS TAZEWELL COUNTY MY COMMISSION EXPIRES 11/25/2023	Notary Public
rik	classified by an agency of the state or federa one which threatened the health or safety of one resulting in the payment of back wages a one that resulted or could have resulted in the state or federal government, or any agency the  OFFICIAL SEAL RYAN SLUSHER NOTARY PUBLIC, STATE OF ILLINOIS TAZEWELL COUNTY

**END OF DOCUMENT** 

My Commission Expires:



# **Certificate of Eligibility**

Contractor No 0755

C & G Concrete Construction Co., Inc. 1906 Meadows Avenue East Peoria, IL 61611

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 WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED \$7,503,000.00

 001
 EARTHWORK
 \$825,000

 017
 CONCRETE CONSTRUCTION
 \$3,575,000

 08A
 AGGREGATE BASES & SURF. (A)
 \$475,000

ISSUED AT SPRINGFIELD, ILLINOIS ON 2/23/2022. THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 2/23/2022 5 2/28/2023 INCLUSIVE, AND SUPERSEDES ANY

Engineer of Construction



# CONCRETE CONSTRUCTION CO., INC.

1906 Meadows Avenue / East Peoria, Illinois 61611

Phone (309) 699-0384 or Fax (309) 699-6922

# Authority to sign Article 4 of C&G Concrete Construction Co., Inc. By-Laws

# **ARTICLE 4** OFFICERS

The selection of officers for C&G is based on the discretion of the current President and Vice President. The duties of the officers are to execute day to day operations in the office to ensure all functions are running accurately. All officers are required to work collectively on all daily tasks being that C&G is a family-owned small business. Officers have legal authority to sign all documents. The procedure for removal or filling a vacant position of an officer would be due to retirement or selling of the company.

Patricia Slusher - President

Rodney Slusher - Vice President

Ryan Slusher – Secretary Treasurer

# **LOCALIQ**

JournalStar | Journal-Standard Rockford Register Star PO Box 631200 Cincinnati, OH 45263-1200

# **PROOF OF PUBLICATION**

Patricia Slusher C&G Concrete Construction Co., Inc 1906 Meadow AVE East Peoria IL 61611-3633

#### STATE OF ILLINOIS, COUNTY OF PEORIA

The Peoria Journal Star, a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Peoria, County of Peoria, Township of Peoria, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

That the attached or annexed was published in the issue dated:

02/02/2023, 02/03/2023, 02/05/2023, 02/06/2023

and that the fees charged are legal. Sworn to and subscribed before on 02/06/2023

Legal Clerk

Notary, State o

My commision expires

Publication Cost:

\$128.00

Order No:

8403895 896657

# of Copies:

Customer No: PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

Notice to Disadvantaged Businesses:

C&G Concrete Construction Co., Inc

1906 Meadow Ave, East Peoria, IL 61611

tricia@cngconcrete.com Phone: 309-699-0384

We are seeking quotes from Disadvantaged **Business** Enterprises for the Sidewalks and Curb Ramps 2022. We are looking for subcontractors for the following trades: Construction Layout, Milling and Overlay, Landscaping/Seeding, Asphalt, Tree Removal, and Trucking & Traffic Control, All disadvantaged businesses interested please contact us at: tricia@cngconcrete.com. Negotiations must completed by the projects bid date of February 7th

2023.
C&G Concrete Construction
Co., Inc. is an equal opportunity employer and will
choose subcontractors based
upon the lowest, responsible
bidders.

MARIAH VERHAGEN Notary Public State of Wisconsin

# **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 withthe 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 the 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 mayfrom 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

City of Peoria Sidewalk and Curb Ramps, 2022 EQUAL EMPLOYMENT OPPORTUNITY

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.
  - 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.
  - 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).
- 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.
- 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.
  - 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 <a href="webnfo@eprismsoft.com">webnfo@eprismsoft.com</a> 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:
  - Declare the Apparent Low Bidder non-responsive and therefore ineligible for contract award.
  - 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.

org. 05/08/08 rev. 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 Stormwater 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 Engineer, and Engineer's Representative, will be responsible for coordination with the property owner. At the direction of the Engineer, the Contractor will be required to participate in periodic meetings with the property owner as the work proceeds. The Contractor and property owner shall not discuss material changes to the Project without the consent and approval of the Engineer.

Whenever excavation is made within a temporary construction or permanent easement, on private property for driveways, drainage improvements, sidewalks, and landscape areas, the disturbed area be restored as nearly as possible to its original position and thewhole area involved in the construction operation shall be left in a neat and presentable condition.

The Contractor shall use reasonable care to avoid disturbing portions of private propertynot necessary to the construction operations. If, in the judgment of the Engineer, areasare disturbed unnecessarily, the Contractor shall restore these areas at his own expense.

#### **CONTRACT TIME**

The work shall be completed and ready for final payment by <u>October 15<sup>th</sup>, 2023</u>, based on a Notice to Proceed date not later than <u>April 1<sup>st</sup>, 2023</u>.

#### 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 thetime 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 extensionsof time which may be granted, the said Contractor shall and will pay to the City for eachand 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						
\$100,00	\$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 heretoas 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, anyneglect 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 claimsor 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 soobtained 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 insuranceshall 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 anySubcontractor 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 BodilyInjury 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 project him an any Subcontractor performing work covered by this project, from claims for damages in anamount 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 Umbrellaor 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 requiredcoverages, naming the City of Peoria and the Engineer's Representative as additionalinsured, 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 satisfactoryproof 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 arisingout 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 andwas performed in accordance with the Contract Documents for a period of one (1) yearfrom the date of agreement of final quantities, as agreed in writing, by the Engineer afterall parties have signed the document. In case of acceptance of a part of the work for useprior to the agreement to final quantities, the guarantee for the part so accepted shall befor 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 project is covered by the implementing agency's MS4 permit number ILR40 0424. Specifically, the Contractor will be required to comply with Part IV, Section B4. 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 anySubcontractor 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 subjectmatter 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 whichmay 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 relatedunit 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 oneach 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 otherthan that specified shall be obtained in writing from the engineers before the contract isawarded; 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. Allinformation 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 thespecifications. 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 temporarybasis to carry out the work specified herein, the Contractor shall make all arrangementsnecessary 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 maintenancedata 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 to the project. Material certifications shall contain the origin, source, classification organization, 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 nthe 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 shallprotect 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, brokenor 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 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 bythe Contractor's forces. Clean up shall be performed as the work progresses, and a finalclean up shall be done after all operations, including jetting and resurfacing, arecompleted. Debris shall <u>not</u> 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 theobligations 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 bythe 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 asprescribed by the governing safety authorities and all articles necessary for giving firstaid 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 publicand residents adjacent to the project, and the protection of the persons and property areof 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 othermaterials 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 LandSurveyor 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 belocated 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 Property Owner 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.

# TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)

Effective: August 1, 2012 Revised: November 13, 2019

In addition to the Contractor's equal employment opportunity affirmative action efforts undertaken as elsewhere required by this Contract, the Contractor is encouraged to participate in the incentive program to provide additional on-the-job training to certified graduates of pre-apprenticeship training programs outlined by this Special Provision, namely the following:

Highway Construction Careers Training Program (HCCTP) – administered locally by Illinois Central College and other Illinois colleges as outlined by IDOT. The local contact for the HCCTP program graduate list from ICC may be requested by contacting Mr. Jason Juchems, jason.juchems@icc.edu, 309-690-6848.

It is the goal of the City of Peoria to utilize pre-apprenticeship training programs throughout the City of Peoria to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of this Training Program Graduate (TPG) Special Provision is to place certified graduates of these pre-apprentice training programs on City project sites when feasible and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. The City of Peoria, in carrying out the responsibilities of a local contract, shall determine which construction contracts shall include "Training Program Graduate Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of approved Preapprenticeship Training Programs to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to the City's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the City, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or

subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated Resident Engineer under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG.

The Contractor will provide for the maintenance of records and furnish periodic reports through the City's required ePrismSoft.com report tool, documenting its performance under this Special Provision.

METHOD OF MEASUREMENT: The unit of measurement is in hours.

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journey-worker in the type of trade or job classification involved. The initial number of Hours for TPGs for which the incentive is available under this contract is \_\_\_\_\_\_ 200\_\_\_ hours. During the course of performance of the Contract the Contractor may seek approval from the City for additional incentive-eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the HCCTP Program has coordinated with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated City staff member, the Equal Opportunity Manager, will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Equal Opportunity Manager is designated as the responsible City staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Equal Opportunity Manager and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the City for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of approved pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the approved TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certificate showing the type and length of training satisfactorily completed.

#### **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 aClass 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 inSection VII of the Good Faith Efforts Requirements, herein. Copies of the certified payrolls as submitted to EPrismSoft should be submitted with each paymentapplication 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 12/1/2022. If the Department of Laborrevises 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

City of Peoria Sidewalk and Curb Ramps, 2022 GENERAL CONDITIONS

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. <a href="http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx">http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx</a>

# Peoria County Prevailing Wage Rates posted on 12/1/2022

				Overtime										
Trade Title	Rg	Туре	С	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Othe Ins
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	Ali	BLD	İ	33.41	36.09	1.5	1.5	2.0	2.0	14.77	12.67	0.00	0.86	
BOILERMAKER	All	BLD		41.00	45.00	1.5	1.5	2.0	2.0	7.07	23,45	0.00	1.96	
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	ł. !:
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	
ELFCTRIC 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	Г	51.01	57.39	2.0	2.0	2.0	2.0	16.02	20.21	4.08	0.65	
GLAZIER	Ali	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	Ali	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	

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	7
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	
PILEDRIVER	All	BLD		35.99	38.24	1.5	1.5	2.0	2.0	9.25	20.79	0.00	0.78	
PILEDRIVER	All	HWY	П	37.98	40.23	1.5	1.5	2.0	2.0	9.25	22.29	0.00	0.75	
PIPEFITTER	All	BLD	#COlleges/Article	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	- Property	37.60	40.98	1.5	1.5	2.0	2.0	8.75	17.08	0.00	1.25	
ROOFER	All	BLD	П	34.00	38.25	1.5	1.5	2.0	2.0	10.25	11.54	0.00	0.30	
SHEETMETAL WORKER	All	BLD	П	36.84	38.68	1.5	1.5	2.0	2.0	10.62	19.28	0.00	1.25	
SIGN HANGER	All	HWY	П	40.80	42.80	1.5	1.5	2.0	2.0	11.66	19.37	0.00	1.11	
SPRINKLER FITTER	All	BLD	П	44.98	47.98	1.5	1.5	2.0	2.0	10.99	14.82	0.00	0.52	
STEEL ERECTOR	All	HWY	П	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	П	38.05	39.30	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.90	
TILE MASON	All	BLD	П	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	AII	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	
TUCKPOINTER	All	BLD		37.46	38.96	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.89	

# <u>Legend</u>

**R** gion

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.

# **Explanations PEORIA COUNTY**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

#### **EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### **ELECTRONIC SYSTEMS TECHNICIAN**

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisitic systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet .... length.

#### LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: cutting & acetylene torch, gunnite nozzlemen, gunnite pump men & pots, kettlemen & carriers of men handling hot stuff, sandblaster nozzle men, sandblasting pump men & pots, setting up and using concrete burning bars, wood block setters, underpinning & shoring of existing buildings, and the unload-ing and handling of all material coated with creosote.

# LABORER, SKILLED - HIGHWAY

The skilled laborer heavy & highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: jackhammer & drill operator, gunite pump & pot man, puddlers, vibrator men, wire fabric placer, sandblast pump & pot man, strike off concrete, unloading, handling & carrying of all creosoted piles, ties or timber, concrete burning bars, power wheelbarrows or buggies, asphalt raker, brickset-ters, cutting torchman (electric & acetylene), men setting lines to level forms, form setters, gunite nozzle man & sandblasting nozzle man, power man, and rip-rapping by hand.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and onthe-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, fou axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

#### TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

# OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt

Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and significant types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Sciew-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

## OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Diraglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.,, Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete

Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### **LANDSCAPING**

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

# SPECIAL PROVISIONS

# **TABLE OF CONTENTS**

LOCATION OF PROJECT	. 60
DESCRIPTION OF PROJECT	. 60
LINE AND GRADE STAKES	. 60
AVAILABILITY OF ELECTRONIC FILES	. 60
STATUS OF UTILITIES/UTILITIES TO BE ADJUSTED	61
UTILITIES – LOCATIONS/INFORMATION ON PLANS	. 62
TRAFFIC CONTROL PLAN	. 63
CLASS SI CONCRETE (MISCELLANEOUS)	. 63
COMBINATION CONCRETE CURB AND SIDEWALK 4 INCH (SPECIAL)	64
CONCRETE STEP REMOVAL	64
CURB WALL (SPECIAL)	65
HOT-MIX ASPHALT MIXTURE REQUIREMENTS	
INLETS TO BE ADJUSTED (SPECIAL)	65
PAY ITEM MEASUREMENT AND PAYMENT	
QUALITY CONTROL OF CONCRETE MIXTURES	66
PORTLAND CEMENT CONCRETE	66
PCC QC/QA ELECTRONIC REPORTS SUBMITTAL	66
PCC AUTOMATIC BATCHING EQUIPMENT	
REMOVAL OF MATERIALS	67
REMOVE AND RESET ORNAMENTAL FENCE	67
RETAINING WALL REMOVAL	.68
CONCRETE RETAINING WALL REMOVAL	
TIMBER RETAINING WALL REMOVAL	. 68
STAGE CONSTRUCTION OF SIDEROADS	.68

Sidewalk and Curb Ramps, 2022 Various Locations City of Peoria City Project No. S2201

# CITY OF PEORIA SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted April 1, 2016, and the Supplemental Specifications and Recurring Special Provisions, Latest Edition, henceforth to be referred to as IDOT Standard Specifications, and shall govern the construction of the <u>Sidewalk and Curb Ramps, 2022</u> project. In case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

#### **LOCATION OF PROJECT**

The project is located in the City of Peoria, Illinois in Peoria County. Various project locations include the Intersection of Sherwood Avenue and Hudson Street, the North and South sides of Maywood Avenue from California Avenue to Wisconsin Avenue, the North side of Corrington Avenue from California Avenue to Indiana Avenue, the South side of Gift Avenue from Indiana Avenue to Wisconsin Avenue, the Virginia Avenue & California Avenue intersection, the Virginia Avenue & Indiana Avenue intersection, the North side of Virginia Avenue from 200' west of Wisconsin Avenue to Wisconsin Avenue and the North side of Wilhelm Road from 250' west of Geneva Drive to 200' east of Geneva Drive.

#### **DESCRIPTION OF PROJECT**

The work on this section consists of construction of new PCC sidewalks and all associated work including PCC driveways, curb ramps, detectable warnings, and retaining walls, where required. Other proposed work includes earth excavation, aggregate base course, combination concrete curb and gutter, various removals, sodding and related work.

#### **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 considered incidental to the project and the cost of the work included in related unit price items.

## **AVAILABILITY OF ELECTRONIC FILES**

CADD files of this project will be made available to the Contractor after contract award. If there is a conflict between the electronic files and the printed contract plans and documents, the printed contract plans and documents shall take precedence over the electronic files. The Contractor shall accept all risk

associated with using the electronic files and shall hold the Department harmless for any errors or omissions in the electronic files and the data contained therein. Errors or delays resulting from the use of the electronic files by the Contractor shall not result in an extension of time for any interim or final completion date or shall not be considered cause for additional compensation. The Contractor shall not use, share, or distribute these electronic files except for the purpose of constructing this contract. Any claims by third parties due to use or errors shall be the sole responsibility of the Contractor. The Contractor shall include this disclaimer with the transfer of these electronic files to any other parties and shall include appropriate language binding them to similar responsibilities.

# STATUS OF UTILITIES/UTILITIES TO BE ADJUSTED

Effective: January 21, 2005

The following utilities are located within the project limits. For relocations, the utility companies have provided the estimated dates.

UTILITY		LOCATION		TYPE	ADJUSTMENT OR LOCATION NEEDED	EST. DATE OF COMPLETE		
UTILITY	STREET S		OIS	TIPE	ADJOSTMENT ON LOCATION RELUCE	RELOCATION		
ITV-3	HUDSON	1+65.9	23.3 LT	HANDHOLE	RELOCATE	NA		
AMEREN	HUDSON	1+68.5	24.3 LT	POWER POLE	RELOCATE	NA		
AMEREN - GAS	HUDSON	2+13.1	28.6 LT	GAS VALVE	VERTICAL ADJUSTMENT REQUIRED	BURING CONSTRUCTION		
AMEREN	HUDSON	3+38.4	16.5 LT	POWER POLE	RELOCATE	NA		
AMEREN	SHERWOOD	5+72.4	25.4 RT	POWER POLE	RELOCATE	N/A		
LAW	SHERWOOD	5+80.3	13.8 RT	WATER VALVE	VERTICAL ADJUSTMENT REQUIRED	DURING CONSTRUCTION		
LAW	SHERWOOD	6+04.6	19.4 LT	CURB STOP	VERTICAL ADJUSTMENT REQUIRED	DURING CONSTRUCTION		
LAW	SHERWOOD	7+08.5	19.2 RT	CURB STOP	VERTICAL ADJUSTMENT REQUIRED	DURING CONSTRUCTION		
AMEREN	MAYWOOD	12+12.8	18.4 LT	POWER POLE	RELOCATE TO THE WEST, OUT OF DRIVEWAY	N/A		
LAW	MAYWOOD	18+09.2	18.7 RT	CURB STOP	VERTICAL ADJUSTMENT REQUIRED	DURING CONSTRUCTION		
LAW	MAYWOOD	19+03.5	18.4 RT	CURB STOP	VERTICAL ADJUSTMENT REQUIRED	DURING CONSTRUCTION		
LAW	MAYWOOD	19+50.4	19.0 LT	CURB STOP	VERTICAL ADJUSTMENT REQUIRED	DURING CONSTRUCTION		
LAW	MAYWOOD	19+89.3	18.1 RT	CURB STOP	VERTICAL ADJUSTMENT REQUIRED	DURING CONSTRUCTION		
LAW	MAYWOOD	20+93.9	18.5 RT	CURB STOP	VERTICAL ADJUSTMENT REQUIRED	DURING CONSTRUCTION		
LAW	GOONYYAM	21+47.7	19.1 RT	CURB STOP	VERTICAL ADJUSTMENT REQUIRED	DURING CONSTRUCTION		
LAW	MAYWOOD	22+24.3	23.1 RT	CURB STOP	VERTICAL ADJUSTMENT REQUIRED	DURING CONSTRUCTION		
LAW	CORRINGTON	30+35,9	44.7 LT	FIRE HYDRANT	RELOCATE	NA		
AMEREN	CORRINGTON	30+82.1	20.5 LT	POWER POLE	RELOCATE BEHIND CURB	NA		
COMCAST	CORRINGTON	30+89.3	20.8 LT	PEDESTAL	VERTICAL ADJUSTMENT REQUIRED	NA		
LAW	GIFT	43+20.3	18.3 RT	CURB STOP	VERTICAL ADJUSTMENT REQUIRED	DURING CONSTRUCTION		
LAW	GIFT	43+53.8	17.2 RT	CURB STEP	VERTICAL ADJUSTMENT REQUIRED	DURING CONSTRUCTION		
LAW	GIFT	44+38.5	20.1 RT	FIRE HYDRANT	RELOCATE	NA		
AMEREN	GIFT	44+82.8	17.5 RT	POWER POLE	RELOCATE TO THE EAST, OUT OF DRIVEWAY	N/A		
AMEREN	GIFT	46+09.5	18.3 RT	POWER POLE	RELOCATE TO THE EAST, OUT OF DRIVEWAY	N/A		
ILAW	VIRGINA	50+44.0	32.9 RT	FIRE HYDRANT	RELOCATE	NA		
AMEREN	VIRGINIA	50+86.9	16.2 LT	POWER POLE	RELOCATE	NA		
LAW	VRGINA	51+20.4	17.3 RT	CURB STOP	VERTICAL ADJUSTMENT REQUIRED	DURING CONSTRUCTION		
LAW	VIRGINIA	52+45.8	17.1 RT	CURB STOP	VERTICAL ADJUSTMENT REQUIRED	DURING CONSTRUCTION		
LAW	VIRGINIA	56+50.7	17.3 RT	CURB STOP	VERTICAL ADJUSTMENT REQUIRED	DURING CONSTRUCTION		
LAW	VIRGINIA	57+45.6	45.8 RT	CURB STOP	VERTICAL ADJUSTMENT REQUIRED	DURING CONSTRUCTION		
AMEREN	VIRGINIA	61+95.5	15.3 LT	POWER POLE	RELOCATE TO THE WEST, OUT OF DRIVEWAY	N/A		
LAW	VIRGINIA	62+42.8	20.6 LT	CURB STOP	VERTICAL ADJUSTMENT REQUIRED	DURING CONSTRUCTION		

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Recurring Special Provisions LRS1, LRS6 and Articles 105.07, 107.20, 107.31 and 108.02 of the Standard Specifications for Road and Bridge Construction shall apply.

The estimated utility relocation dates should be part of the progress schedule submitted by the Contractor. If any utility adjustments or relocations have not been completed by the above dates specified and when required by the Contractor's operations after these dates, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's critical path schedule is affected.

Utility companies were notified of the project improvements during the process of preparing construction drawings. The utility companies were requested to provide drawings and information about the size and location of their respective facilities for inclusion on the construction plan drawings. Utility companies have also been provided the set of construction drawings distributed for bidding purposes and informed that they must determine if their respective facilities will be in conflict with the proposed improvements and if so, take steps to relocate the conflicting facilities. Communications with utility companies prior to bidding indicate that the work can be completed without relocation of existing utilities. However, precautions by the contractor and the utility owners will be necessary to avoid and protect utilities as construction occurs.

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.

J.U.L.I.E. 1-800-892-0123

#### **UTILITIES -- LOCATIONS/INFORMATION ON PLANS**

Effective: November 8, 2013

The locations of existing water mains, gas mains, sewers, electric power lines, telephone lines, and other utilities as shown on the plans are based on field investigation and locations provided by the utility companies, but they are not guaranteed. Unless elevations are shown, all utility locations shown on the plans are based on the approximate depth supplied by the utility company. It shall be the Contractor's responsibility to ascertain their exact location from the utility companies and by field inspection.

#### TRAFFIC CONTROL PLAN

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction," the applicable guidelines contained in the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways," these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Section 701 and Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control:

701006 701301 701306 701311 701501 701801 701901

All advance warning signs shall be new or in like new condition at the start of the project.

Sign posts shall be  $100 \times 100 \text{ mm}$  (4 x 4 in.) wood posts according to Article 1007.05. The use of metal posts will not be permitted.

The Contractor will be responsible for the traffic control devices at all times during construction activities and shall coordinate the items of work to keep traffic hazards and inconveniences to a minimum.

The Contractor shall provide, erect, and maintain all the necessary barricades, cones, drums, flags and lights for the warning and protection of traffic, as required by Sections 107 and 701 through 703 of the Standard Specifications.

Lane closures will require use of flagger protection as required in highway standards included above. No overnight lane closures will be permitted.

Traffic control and protection as required by the standards, this special provision, and/or as directed by the Engineer shall be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

Flagger protection shall be included in the lump sum price for Traffic Control and Protection (Special).

#### **CLASS SI CONCRETE (MISCELLANEOUS)**

<u>Description:</u> This work shall consist of constructing Portland Cement Concrete steps at locations where existing steps are being reconnected to the proposed sidewalk, as shown on the plans.

<u>General:</u> The construction of steps is detailed in the plans. All work required for the construction of the steps will be in accordance with section 606 of the Standard Specifications and included in the cost of

Class SI Concrete (Miscellaneous.) This includes forming, grading, saw cutting, reinforcement, joint filler, and concrete for the placement of steps, side curbs, and ramps at the locations shown on the plans.

<u>Method of Measurement:</u> The construction of steps will be paid for by the in-place volume of concrete required for the steps and side walls as measured in cubic yards. Reinforcement bars shall be placed according to the plans. Reinforcement will not be paid for or measured separately but shall be included in the unit cost for Class SI Concrete (Miscellaneous.)

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price per cubic yard for Class SI Concrete (Miscellaneous).

#### **COMBINATION CONCRETE CURB AND SIDEWALK 4 INCH (SPECIAL)**

<u>Description.</u> This work shall consist of constructing an integrally poured Portland Cement Concrete combination curb and sidewalk as in accordance with Sections 424 and 606 of the Standard Specifications, the IDOT District 4 standards 424101-D4 and 424106-D4, and the details in shown in the plans.

<u>Method of Measurement.</u> This work will be measured for payment in place and the area computed in square feet. The width for measurement will be top surface of the curb and sidewalk and the final finished face of curb as indicated in the detail.

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per square foot for COMBINATION CONCRETE CURB AND SIDEWALK 4 INCH (SPECIAL) The aggregate below the concrete will be paid for separately as AGGREGATE BASE COURSE of the type and depth as specified in the plans.

#### **CONCRETE STEP REMOVAL**

<u>Description:</u> This work shall include removal of existing concrete steps. This work shall include complete removal of the concrete steps, walls, bases, and any other associated materials, including any aggregate materials. The removed materials shall be removed and properly disposed of offsite.

<u>Method of Measurement:</u> Concrete step removal shall be measured per each occurrence of a set of steps. A set includes three treads/risers. Existing concrete base or retaining wall on each side of the steps are also included. The steps included within a set will not be counted individually.

<u>Basis of Payment:</u> This item will be paid for at the contract unit price per each for CONCRETE STEP REMOVAL. The price shall be payment in full for all services, materials, labor, equipment, tools, and incidentals to complete the removal of a set of steps.

#### **CURB WALL (SPECIAL)**

<u>Description.</u> This work shall include the construction of a curb wall (side curb) adjacent to PCC sidewalk or PCC driveway pavement in accordance with the detail shown in the plans. The curb wall shall be constructed in accordance with Section 508 and 606 of the Standard Specifications, and this special provision.

All reinforcement bars shall be epoxy coated. Reinforcement bars will not be paid for separately but shall be included in the cost of the work.

<u>Method of Measurement.</u> The work will be measured for payment in place and the area computed in square feet of the top surface of the curb wall and the above-grade front finished face of curb wall. No additional payment will be allowed in the event the back face is exposed.

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per square foot for CURB WALL (SPECIAL) which will include all labor, materials, excavation, and earth backfill along the back of curb wall.

#### **HOT-MIX ASPHALT MIXTURE REQUIREMENTS**

Mixture Use(s):	FULL DEPTH
AC/PG:	PG 64-22
Design Air Voids:	4.0% @ NDES=50
Mixture Composition:	IL 9.5
(Gradation Mixture):	
Friction Aggregate:	MIX C
Quality Management:	QC/QA

#### Notes:

1) For design purposes, mixture weight for all mixes is determined to be 112.0 lb./s.y./in., unless otherwise noted.

#### **INLETS TO BE ADJUSTED (SPECIAL)**

<u>Description:</u> This work shall include all materials, labor, and equipment necessary to adjust existing storm sewer inlets to the proposed grade as shown in the plans or as directed by the Engineer. Materials include but are not limited to concrete, frame and lid, reinforcement bars, metal steps, and joint filler.

Prior to the adjustment, the Contractor shall record for future reference the existing dimensions, reinforcement, and all other information necessary to re-establish the cast in place concrete inlet at the proposed grade.

This work shall be in accordance with the "Inlet Adjustment Detail" in the plans and applicable portions of Section 602 of the Standard Specifications.

P.C.C. Widening and Aggregate Base Course material to be installed around the inlet, per the "Inlet Adjustment Detail" will not be paid for separately but shall be included in the cost of the work.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per each for INLETS TO BE ADJUSTED (SPECIAL).

#### **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.

#### PORTLAND CEMENT CONCRETE

All Portland Cement Concrete shall be cured according to Article 1020 of IDOT's Standard Specifications.

#### PCC QC/QA ELECTRONIC REPORTS SUBMITTAL

Effective April 26, 2013 Revised: April 26, 2015

The Contractor's QC personnel shall be responsible for electronically submitting PRO and IND MI 654 Air, Slump, Quantity Reports, PRO MI 655 PCC Strength Reports, and MI 504 Field/Lab Gradations to the Department. The format for the electronic submittals will be the PCC QC/QA reporting program, which will be provided by the Department. Microsoft Office 2007 or newer is required for this program which must be provided by the Contractor.

#### PCC AUTOMATIC BATCHING EQUIPMENT

Effective April 23, 2010

Revised November 7, 2014

Portland cement concrete provided shall be produced from batch plants that conform to the requirements of Article 1103.03 (a) and (b) of the Standard Specifications for Road and Bridge Construction. Semi-automatic batching will not be allowed.

In addition, the batching plant shall be a computerized plant interfaced with a printer and shall print actual batch weights and aggregate mixtures, all water added, amount of each admixture or additive per batch, and percentage variance from design. The ticket shall also state the actual water-cement ratio as batched, and the amount of water that can be added to the batch without exceeding the maximum water-cement ratio. Truck delivery tickets will still be required as per Article 1020.11 (a)(7) of the Standard Specifications.

#### **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.

#### REMOVE AND RESET ORNAMENTAL FENCE

This work shall consist of the careful removal, storage during construction, and reinstallation of sections of existing ornamental fence at locations shown in the plans, in accordance with Section 664 of the Standard Specifications and as specified herein.

If the existing fence or supports are damaged by the contractor, they shall be replaced by the contractor. Any fencing damaged by the contractor beyond the limits marked by the Engineer shall be replaced as incidental. The replacement fences shall match the existing fences.

Concrete for construction of post foundations shall be according to Section 503 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for REMOVE AND RESET ORNMANETAL FENCE, which price shall include all labor, materials, and equipment necessary to complete the work.

## RETAINING WALL REMOVAL CONCRETE RETAINING WALL REMOVAL TIMBER RETAINING WALL REMOVAL

<u>Description.</u> This work shall consist of the removal of existing retaining walls, wall sections or wall impediments to the path of new construction as shown in the plans or as directed by the Engineer. Various types of retaining walls include segmental block, concrete, brick, masonry, rock, and timber retaining walls. This work shall be performed in accordance with the applicable sections of the Standard Specifications. The wall or wall sections shall be removed and disposed of as directed by the Engineer.

The limits of the removal shall be as shown on the plans. Any saw cutting of the wall needed to provide a clean break at the removal limits will be included in the cost of the removal. Saw cuts shall be full thickness of the wall. If the entire wall is not to be removed, the remaining wall sections shall be structurally stable after removal as shown on the plans.

Removal of reinforcement, footings and other materials associated with the retaining walls to a depth of 1' below the existing ground will be included in the cost of this pay item. Any removal required below a depth of 1' will be included in the cost of earth excavation.

Any drainage tiles that are encountered during the removal of the wall shall remain in place and undisturbed or replaced to maintain proper function of the drainage system.

<u>Method of Measurement:</u> Removal of existing structures will be measured for payment as each and the removal of walls will be measured for payment by the foot.

<u>Basis of Payment:</u> The work will be paid for at the contract unit price per foot for RETAINING WALL REMOVAL, TIMBER RETAINING WALL REMOVAL, OR CONCRETE RETAINING WALL REMOVAL, at locations as shown in the plans. The appropriate items established will include all labor, equipment, and material to complete the removal to the satisfaction of the Engineer and no further compensation will be allowed.

#### STAGE CONSTRUCTION OF SIDEROADS

All sideroads shall be stage constructed in a manner in which to remain open throughout construction. No complete closure of sideroads shall be permitted without prior approval from the Engineer.



#### **Check Sheet for Recurring Special Provisions**

al Public Agency	County	Section Number
uty of Peoria	Peoria	N/A
<del></del>	Table — Table	

☐ Check this box for lettings prior to 01/01/2023.

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

#### Recurring Special Provisions

Chec	ck Sheet #		Page No.
1	×	Additional State Requirements for Federal-Aid Construction Contracts	53
2	×	Subletting of Contracts (Federal-Aid Contracts)	56
3	×	EEO	57
4		Specific EEO Responsibilities Non Federal-Aid Contracts	67
5		Required Provisions - State Contracts	72
6		Asbestos Bearing Pad Removal	78
7		Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	79
8		Temporary Stream Crossings and In-Stream Work Pads	80
9	×	Construction Layout Stakes	81
10		Use of Geotextile Fabric for Railroad Crossing	84
11		Subsealing of Concrete Pavements	86
12		Hot-Mix Asphalt Surface Correction	90
13		Pavement and Shoulder Resurfacing	92
14		Patching with Hot-Mix Asphalt Overlay Removal	93
15		Polymer Concrete	95
16		Reserved	97
17		Bicycle Racks	98
18		Temporary Portable Bridge Traffic Signals	100
19		Nighttime Inspection of Roadway Lighting	102
20		English Substitution of Metric Bolts	103
21		Calcium Chloride Accelerator for Portland Cement Concrete	104
22		Quality Control of Concrete Mixtures at the Plant	105
23	×	Quality Control/Quality Assurance of Concrete Mixtures	113
24		Reserved	129
25		Reserved	130
26		Temporary Raised Pavement Markers	131
27		Restoring Bridge Approach Pavements Using High-Density Foam	132
28		Portland Cement Concrete Inlay or Overlay	135
29		Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	139
30		Longitudinal Joint and Crack Patching	142
31		Concrete Mix Design - Department Provided	144
32		Station Numbers in Pavements or Overlays	145

Local Public Agency	County	Section Number
City of Peoria	Peoria	N/A

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

#### Local Roads And Streets Recurring Special Provisions

Che	ck Sheet#		Page No
LRS 1		Reserved	147
LRS 2		Furnished Excavation	148
LRS 3	×	Work Zone Traffic Control Surveillance	149
LRS 4	×	Flaggers in Work Zones	150
LRS 5		Contract Claims	151
LRS 6		Bidding Requirements and Conditions for Contract Proposals	152
LRS 7		Bidding Requirements and Conditions for Material Proposals	158
LRS 8		Reserved	164
LRS 9		Bituminous Surface Treatments	165
LRS 10		Reserved	169
LRS 11		Employment Practices	170
LRS 12		Wages of Employees on Public Works	172
LRS 13		Selection of Labor	174
LRS 14		Paving Brick and Concrete Paver Pavements and Sidewalks	175
LRS 15		Partial Payments	178
LRS 16		Protests on Local Lettings	179
LRS 17		Substance Abuse Prevention Program	180
LRS 18		Multigrade Cold Mix Asphalt	181
LRS 19		Reflective Crack Control Treatment	182



#### **Storm Water Pollution Prevention Plan**



		Section Number
		Sec 29 & Sec 33
Project Number	County	Contract Number
S2201	Peoria	
ILR10 (Permit ILR10), issued by the activities.	ne Illinois Environmental Protection Agency (	utant Discharge Elimination System (NPDES) Permit No. IEPA) for storm water discharges from construction site
system designed to assure that quoerson or persons who manage the state of the best of my knowledge and the best of th	lalified personnel properly gathered and evalue system, or those persons directly responsi	
Signature		Date
Print Name	Title	Agency
Zachary D. Leach	Project Manager	Prairie Engineers
Location 3) E Maywood Ave Location 4) E Corrington Av Location 5) E Gift Ave., 40.7	e., 40.72642, -89.61172, Sec 29, T9l e., 40.72305, -89.58887, Sec33, T9N	
Location 6) E Virginia Ave., Location 7) W Wilhelm Rd.,	e., 40.72212, -89.58889, Sec 33, T9 71937, -89.58651, Section 33, T9N, F 40.71849, -89.58898, Sec 33, T9N, 40.81906, -89.61770, Sec 29, T10N	N, R8E R8E R8E
B. Provide a description of the cor improvements, in-stream work, Seven locations throughout driveways. Each location va	e., 40.72212, -89.58889, Sec 33, T971937, -89.58651, Section 33, T9N, F40.71849, -89.58898, Sec 33, T9N, F40.81906, -89.61770, Sec 29, T10N instruction activity which is the subject of this installation, maintenance, removal of erosion Peoria will undergo replacement, wie	N, R8E R8E R8E , R8E
B. Provide a description of the corimprovements, in-stream work. Seven locations throughout driveways. Each location value adjustments of these inlets.	e., 40.72212, -89.58889, Sec 33, T971937, -89.58651, Section 33, T9N, F40.71849, -89.58898, Sec 33, T9N, F40.81906, -89.61770, Sec 29, T10N instruction activity which is the subject of this installation, maintenance, removal of erosion Peoria will undergo replacement, with the subject of this provided in the subject of the installation, maintenance, removal of erosion in the subject of this provided in the subject of the installation, maintenance, removal of erosion in the subject of the subject	N, R8E R8E R8E , R8E plan. Include the number of construction stages, drainage measures, and permanent stabilization: dening, or removal of sidewalks, curbs, or
B. Provide a description of the corimprovements, in-stream work, Seven locations throughout driveways. Each location valuadjustments of these inlets of these inlets of the construction. The total area of the site estimated duration.	e., 40.72212, -89.58889, Sec 33, T9 71937, -89.58651, Section 33, T9N, F 40.71849, -89.58898, Sec 33, T9N, F 40.81906, -89.61770, Sec 29, T10N  Instruction activity which is the subject of this prinstallation, maintenance, removal of eroslor  Peoria will undergo replacement, with the subject of this prinstallation, maintenance, removal of eroslor  Peoria will undergo replacement, with the subject of this project and type of work. No will occur at select locations.  of this project:  on site is estimated to be 1.0  ated to be disturbed by excavation, grading of the subject of this project.	N, R8E R8E , R8E plan. Include the number of construction stages, drainage measures, and permanent stabilization: dening, or removal of sidewalks, curbs, or major change of storm water inlets but

F. List all soils found within project boundaries; include map unit name, slope information, and erosivity:
Keomah silt loam, 17A, 0% - 2% slope
Rozetta Silt Ioam, 279B, 2% - 5% slope
Osco silt loam, 86B, 2% - 5%
G. If wetlands were delineated for this project, provide an extent of wetland acreage at the site; see Phase I report:
G. If wetlands were define ated for this project, provide all extent of wetland acreage at the site, see Friase Freport.
H. Provide a description of potentially erosive areas associated with this project:
Disturbed open soils during the construction process.
bistarbed open sons daring the construction process.
<ol> <li>The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g., steepness of slopes, length of slopes, etc.):</li> </ol>
Removal of curb, sidewalks, and asphalt. Grading activities and installation of new concrete curbs and sidewalks.
tomovaror carb, sidowand, and depriate ordaing activities and installation or new seriors of dark and sidowand.
J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to surface water including wetlands.
K. Identify who owns the drainage system (municipality or agency) this project will drain into:
City of Peoria
L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located:
E. The following is a list of deficial for BEO left-to permittees within whose reporting jurisdiction this project is located.
M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. In addition, include receiving waters that are listed as Biologically Significant Streams by the Illinois Department of Natural Resources (IDNR). The location of the receiving waters can be found on the erosion and sediment control plans:
Peoria Lake / Illinois River
r cond Lake / miniolo rkivor
N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes (i.e., 1:3 or steeper), highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc. Include any commitments or requirements to protect adjacent wetlands.
For any storm water discharges from construction activities within 50-feet of Waters of the U.S. (except for activities for water-dependent structures authorized by a Section 404 permit, describe: a) How a 50-foot undisturbed natural buffer will be provided between the
construction activity and the Waters of the U.S. or b) How additional erosion and sediment controls will be provided within that area.
O. Per the Phase I document, the following sensitive environmental resources are associated with this project and may have the potential to be impacted by the proposed development. Further guidance on these resources is available in Section 41-4 of the BDE Manual.
303(d) Listed receiving waters for suspended solids, turbidity, or siltation.
The name(s) of the listed water body, and identification of all pollutants causing impairment:

Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:

Provide a description of the location(s) of direct discharge from the pro-	oject site to the 303(d) water body:
Provide a description of the location(s) of any dewatering discharges t	to the MS4 and/or water body:
Applicable Federal, Tribal, State, or Local Programs	
☐ Floodplain	
Historic Preservation	
Receiving waters with Total Maximum Daily Load (TMDL) for seding TMDL (fill out this section if checked above)  The name(s) of the listed water body:	ment, total suspended solids, turbidity or siltation
Provide a description of the erosion and sediment control strategy that assumptions and requirements of the TMDL:	will be incorporated into the site design that is consistent with the
If a specific numeric waste load allocation has been established that w necessary steps to meet that allocation:	ould apply to the project's discharges, provide a description of the
Threatened and Endangered Species/Illinois Natural Areas (INAI)/	Nature Preserves
Other	
Wetland	
P. The following pollutants of concern will be associated with this cons Antifreeze / Coolants  Concrete Concrete Curing Compounds Concrete Truck Waste Fertilizers / Pesticides Paints Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) Soil Sediment  Controls:	struction project: Solid Waste Debris Solvents Waste water from cleaning construction equipments Other (Specify) Other (Specify) Other (Specify) Other (Specify) Other (Specify) Other (Specify)

Printed 01/04/23 Page 73 BDE 2342 (Rev. 07/19/19)

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in Section I.C above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

- A. **Erosion and Sediment Controls:** At a minimum, controls must be coordinated, installed and maintained to:
  - 1. Minimize the amount of soil exposed during construction activity;
  - Minimize the disturbance of steep slopes;
  - 3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible:
  - 4. Minimize soil compaction and, unless infeasible, preserve topsoil.

Describe how the stabilization practices listed above will be utilized during construction:

- B. Stabilization Practices: Provided below is a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II.B.1 and II.B.2, stabilization measures shall be initiated immediately where construction activities have temporarily or permanently ceased, but in no case more than **one** (1) day after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.
  - 1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.

2. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization

method can be used. The following stabilization practices will be used for this project: Erosion Control Blanket / Mulching Temporary Turf (Seeding, Class 7) Temporary Mulching ☐ Geotextiles Permanent Seeding Preservation of Mature Seeding Other (Specify) ☐ Protection of Trees Other (Specify) × Sodding Other (Specify) Other (Specify) ▼ Temporary Erosion Control Seeding

Temporary Erosion Control Seeding will be used during construction. Sodding will be completed as soon as construction is completed in all disturbed areas.

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

After sodding is complete, no further action is needed.

C. **Structural Practices:** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

Aggregate Ditch	Stabilized Construction Exits
Concrete Revetment Mats	Stabilized Trench Flow
Dust Suppression	☐ Slope Mattress
Dewatering Filtering	☐ Slope Walls
☐ Gabions	Temporary Ditch Check
In-Stream or Wetland Work	Temporary Pipe Slope Drain

∟. <b>Per</b> i	nanent (i.e., Post-Construction) Storm Wate	r Management Controls: Provided below is a description of measures that will be colume and pollutants in storm water discharges that will occur after construction are devices may be subject to Section 404 of the Clean Water Act.
∟. Peri	nanent (i.e., Post-Construction) Storm Wate	r Management Controls: Provided below is a description of measures that will be
If yes a	bove, identify where and how polymer floccular	nts or treatment chemicals will be utilized on this project.
If yes a	bove, identify where and how polymer flocculan	nts or treatment chemicals will be utilized on this project.
	ymer flocculants or treatment chemicals be utilize	zed on this project: Yes X No
D Tro	atment Chemicals	
has b	een installed.	
		nlet protections will be removed once the job in complete and the so
Descri	ne how the structural practices listed above will	be utilized after construction activities have been completed:
storm	water runoff.	
		ction will be used to catch any sediment leaving the job site from
		nd the perimeter of the project, in various areas, to prevent sediment
Descri	pe how the structural practices listed above will	ho utilized during construction:
	Storm Drain Inlet Protection	Other (Specify)
	Sediment Trap	Other (Specify)
	Rock Outlet Protection	Other (Specify)
	Riprap	Other (Specify)
	Retaining Walls	Other (Specify)
	Permanent Sediment Basin	Other (Specify)
	Perimeter Erosion Barrier	Other (Specify)
	Permanent Check Dams	Turf Reinforcement Mats
		Tomporany Stream Crossing
	Paved Ditch	Temporary Stream Crossing

F. Approved State or Local Laws: The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the IEPA's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the Permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans

None.

- G. Contractor Required Submittals: Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Stateme BDE 2342A.
- 1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
  - Approximate duration of the project, including each stage of the project
  - Rainy season, dry season, and winter shutdown dates
  - Temporary stabilization measures to be employed by contract phases
  - Mobilization time-frame
  - Mass clearing and grubbing/roadside clearing dates
  - Deployment of Erosion Control Practices
  - Deployment of Sediment Control Practices (including stabilized cons
  - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
  - Paving, saw-cutting, and any other pavement related operations
  - · Major planned stockpiling operation
  - Time frame for other significant long-term operations or activities that may plan non-storm water discharges as dewatering, grinding, etc
  - Permanent stabilization activities for each area of the project
- 2. During the pre-construction meeting, the Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
  - Temporary Ditch Checks Identify what type and the source of Temporary Ditch Checks that will be installed as part of the project. The installation details will then be included with the SWPPP.
  - Vehicle Entrances and Exits Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
  - Material Delivery, Storage and Use Discuss where and how materials including chemicals, concrete cur
    compounds, petroleum products, etc. will be stored for this project.
  - Stockpile Management Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
  - Waste Disposal Discuss methods of waste disposal that will be used for this project.
  - Spill Prevention and Control Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
  - Concrete Residuals and Washout Wastes Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
  - Litter Management Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
  - Vehicle and Equipment Fueling Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
  - Vehicle and Equipment Cleaning and Maintenance Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
  - Dewatering Activities Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
  - Polymer Flocculants and Treatment Chemicals Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
  - · Additional measures indicated in the plan.

#### III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides (e.g., IDOT Erosion and Sediment Control Field Guide) to the Contractor for the practices associated with this project. Describe how all items will be checked for structural integrity, sediment accumulation and functionality. Any damage or undermining shall be repaired immediately. Provide specifics on how repairs will be made. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

#### IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site including Borrow, Waste, and Use Areas, which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report, BC 2259. Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm or by the end of the following business or work day that is 0.5 inch or greater or equivalent snowfall.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: <a href="mailto:epa.swnoncomp@illinois.gov">epa.swnoncomp@illinois.gov</a>, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance shall be mailed to the following address: Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

#### V. Failure to Comply:

ifailure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.

## **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 1st, 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 <a href="http://www.peoriagov.org/equal-opportunity/minority-and-women-business-enterprise-mwbe-directory/">http://www.peoriagov.org/equal-opportunity/minority-and-women-business-enterprise-mwbe-directory/</a> 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 orrenew a number, an Employer Report Form CC-1, a copy of your company's sexual harassmentpolicy 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 <a href="http://www.peoriagov.org/equal-opportunity/">http://www.peoriagov.org/equal-opportunity/</a> 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 minorityworkers.
- 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 statusContractor	Month Ending
Subcontractor	
Name:	<del></del>
Address:	
Contact Person:	Phone:
Project:	
Date Work Started:	Percent Complete:%

	Nu	f Employ		Hours of Employment											
Job Categories	Total # of Employees			Total Minorities		African American		Asian/Pacific Islander		American Indian/Alaska nNative		Hispanic		White	
	M	F	М	F	М	F	M	F	M	F	М	F	M	F	
Foremen															
Electricians															
Glaziers															
Iron Workers															
Laborers															
Teamsters															
Millwrights															
Pipe Fitters															
Plumbers															
Plasterers															
Painters															
Roofers			Ja 4												
OperatingEngs															
Tile Layers															

#### **CONTRACTING DOCUMENTS**

### CITY OF PEORIA CONTRACT

	CONTRACT
	, 2023, by and between the City of Polya, Party of The
performed by the Party of the First Part, and according to th Second Part agrees with said Party of The First Part, at his/th	s and agreements mentioned in the proposal hereto attached, to be made and the terms expressed in the bond referring to these presents, the Party of The meir own proper cost and expense to furnish and deliver all the work, materials d in said proposal, and in full compliance with all the terms of this agreement,  (\$
are component parts of this contract and shall be deemed	dders, proposal, bid, specifications, performance bond and maintenance bond a part hereof. It is also understood and agreed that the contractor shall not ct, or his right to execute it, or his right, title or interest in or to it or any part nager of the City of Peoria shall first be obtained thereto.
that, for a period of one (1) year following completion of thi employee or official who was involved, directly or indirectly for performance of this contract; (2) coordinating the efforts or (3) monitoring or determining the performance of the SEI upon the City's determination that a violation of this provision include one or more of the following: (1) cancellation of any disqualification of the SERVICE PROVIDER from bidding or be years; and/or (3) payment of liquidated damages to the City (\$25,000.00). This shall not apply to any city employee involved.	OVIDER") agrees, as a condition of accepting this contract with the City of Peoria, is contract, it shall be prohibited from hiring, directly or indirectly, any City in: (1) the selection and/or recommendation to select the SERVICE PROVIDER is of the SERVICE PROVIDER in the consummation or completion of this contract; RVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, on has occurred, the penalty imposed, at the sole discretion of the City, may other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) eing awarded future contracts with the City of Peoria for a period of two [2] of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS colved in the 2018-2019 reduction in force, furlough or early retirement of apply to any city employee involved in the 2020-2021 reduction in force,
IN WITNESS WHEREOF, the said parties have executed these THE CITY OF PEORIA	e presents on the date above mentioned.
BY:	PARTY OF THE SECOND PART
City Manager	(name of individual, firm, or corporation)
	BY:
ATTEST: City Clerk	(member of firm or officer of corporation)
Sity Sielik	(If a Co-Partnership)
	(seal)
EXAMINED AND APPROVED:	(seal)
Corporation Counsel	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 Amount: Modifications to this Bond Form: None	f the Construction Contract):  See Paragraph 16
Surety and Contractor, intending to be legally bound he this Performance Bond to be duly executed by an author	nereby, subject to the terms set forth below, do each cause norized officer, agent, or representative.
CONTRACTOR AS PRINCIPAL	SURETY
(seal) Contractor's Name and Corporate Seal	(seal) Surety's Name and Corporate Seal
By:	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

- 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 toperform 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 Owners 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;

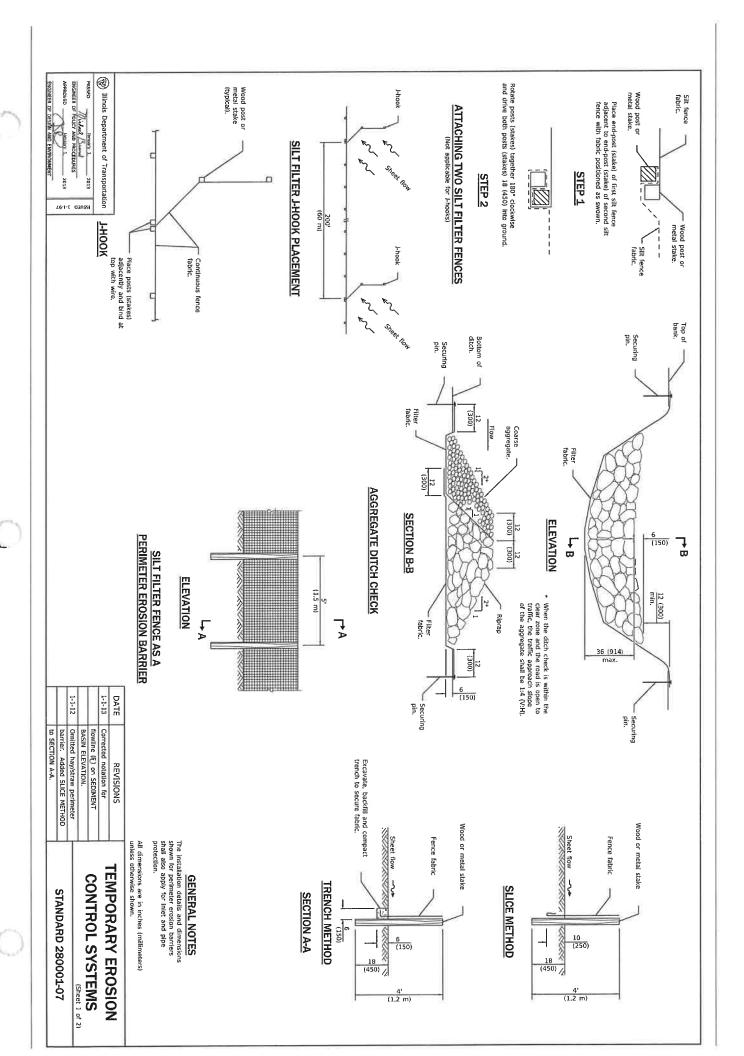
- 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
- 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages 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.

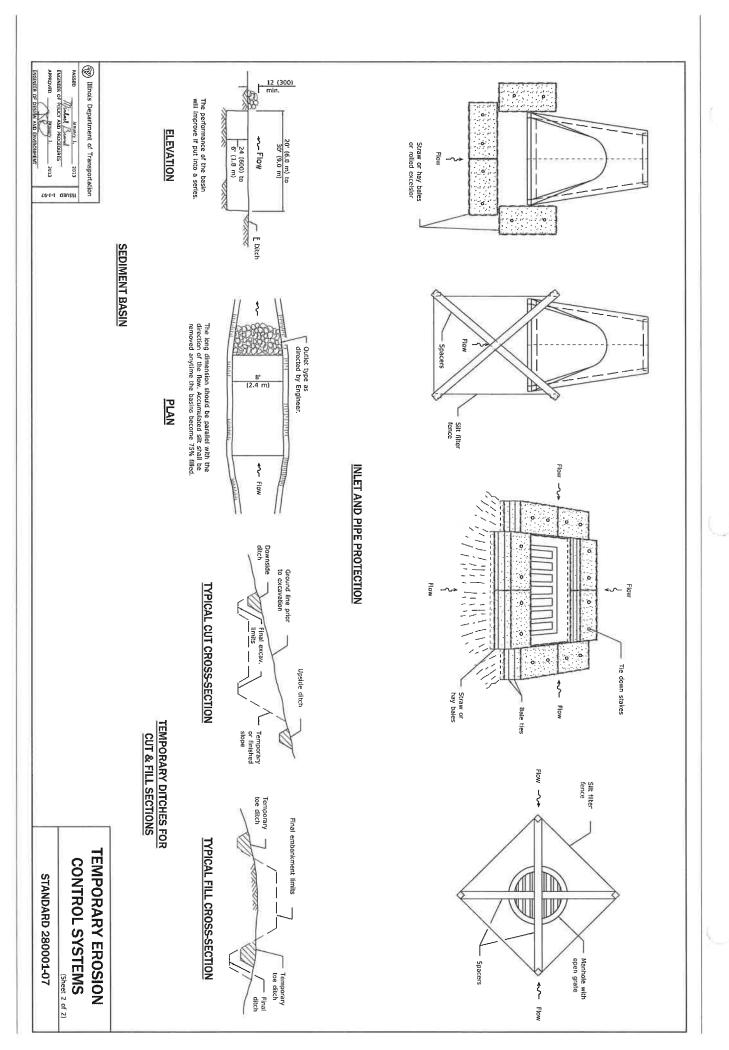
#### 14. Definitions

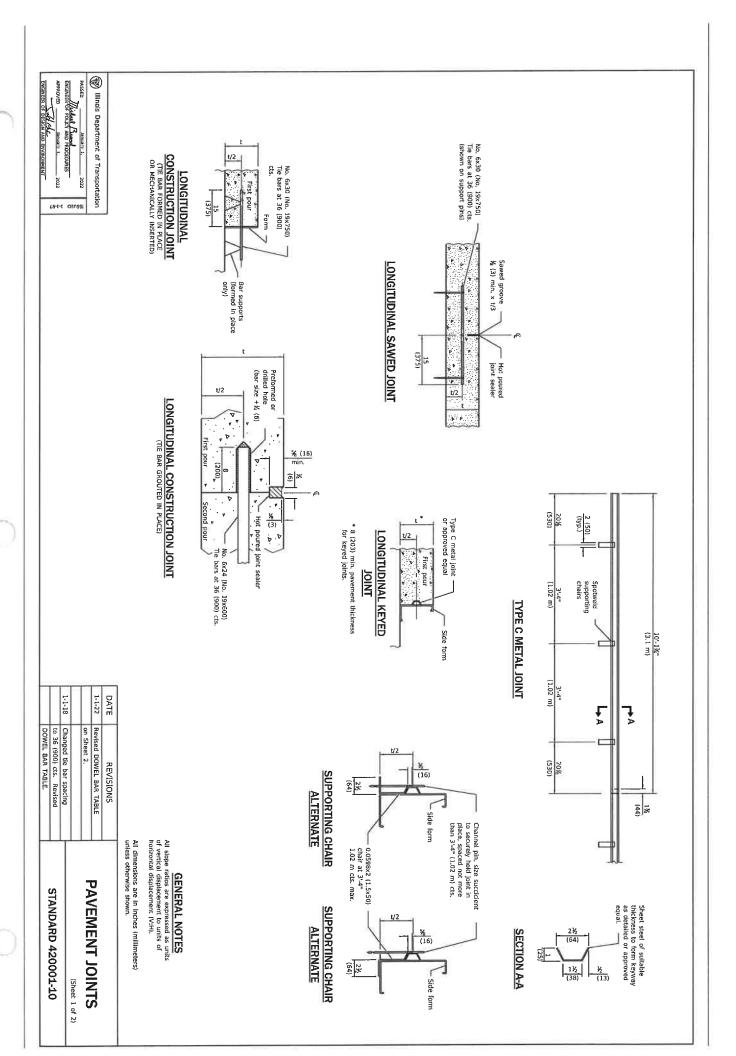
- 14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other 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.
- 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:

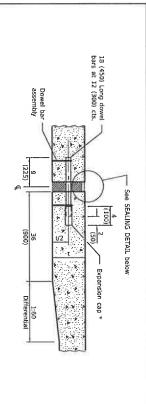
### CITY OF PEORIA SUBCONTRACTOR PAYMENT FORM

Name:	Name:	
Address:	Pay Estimate No:	<del></del>
Phone:	Percent Complete:%	
Contact Person:	Work Period: to	
<u> </u>	If additional space is needed attach extra pages as r	needed and included all
nformation listed in the table below; along	with project name and prime contractor.	
Subcontractor (Name)	Payment Ar	nount Payment Type (F-full/ P-partial)
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Total Payment Amount for Work Comple	eted \$	
This form is to verify the work completed a	and the amount paid to a subcontractor utilized on	the above listed project. Und
penalty of law for perjury or falsification subcontractors listed.	, the undersigned certifies that the payment rep	orted herein was made to t
subcontractors listed.		
	_	









## TRANSVERSE EXPANSION JOINT (FOR PAVEMENTS WITH UNEQUAL THICKNESS)

See SEALING DETAIL below

18 (450) Long dowel — bars at 12 (300) cts.

[50]

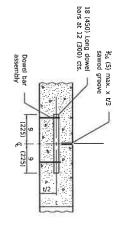
Expansion cap \*

Dowel bar assembly

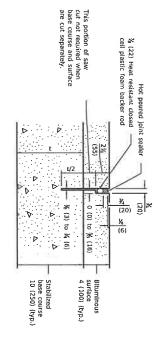
9 9 (225) (225)

TRANSVERSE EXPANSION JOINT (FOR PAVEMENTS WITH EQUAL THICKNESS)

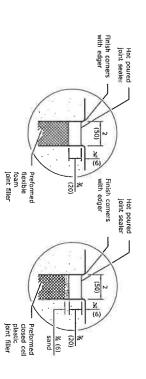
\* Expansion caps shall be installed on the exposed and of each dowel bar once the header has been removed and the joint filler material has been installed.



# TRANSVERSE CONTRACTION JOINT



# TRANSVERSE CONTRACTION JOINT (FOR CAM, CFA AND LFA BASE COURSE MIXTURES)



## SEALING DETAIL

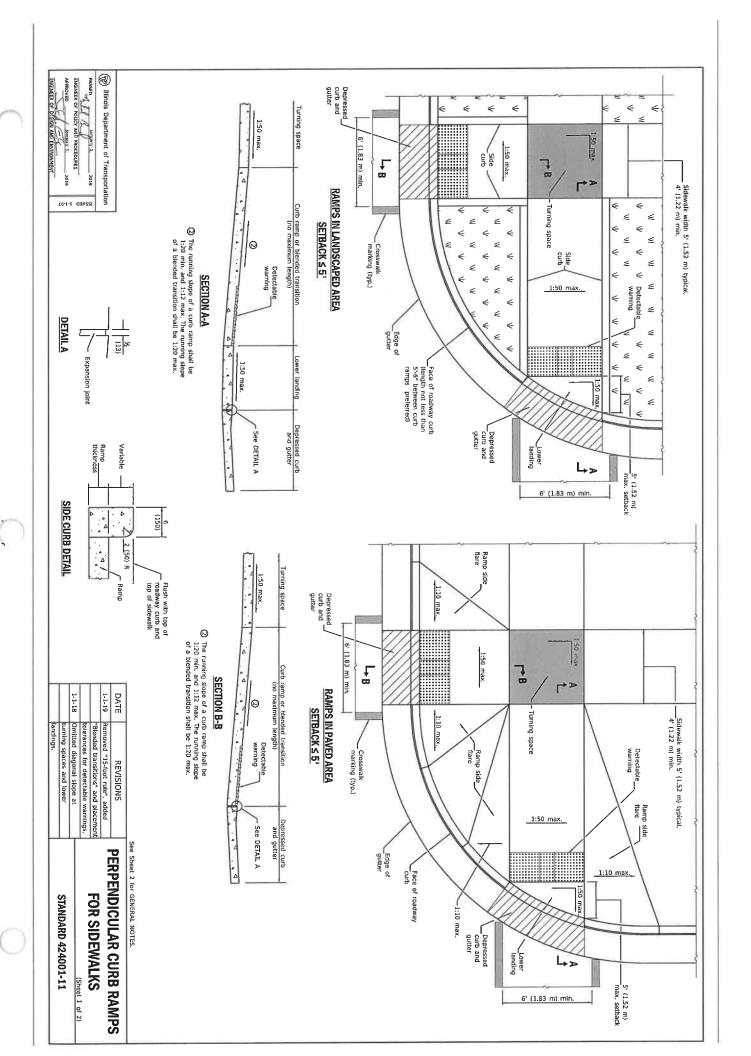


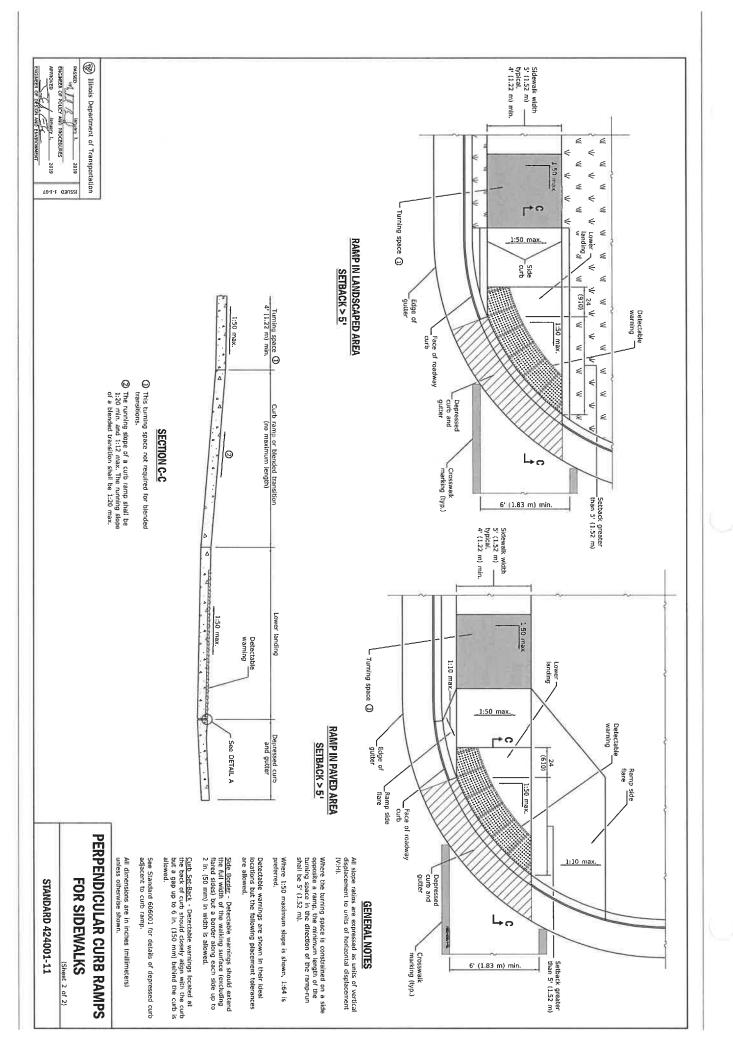
1 (25)	8 (200) and less
1¼ (32)	8.01 (201) thru 9.99 (249)
1½ (38)	10 (250) and greater
DOWEL BAR DIAMETER	PAVEMENT THICKNESS
BLE	DOWEL BAR TABLE

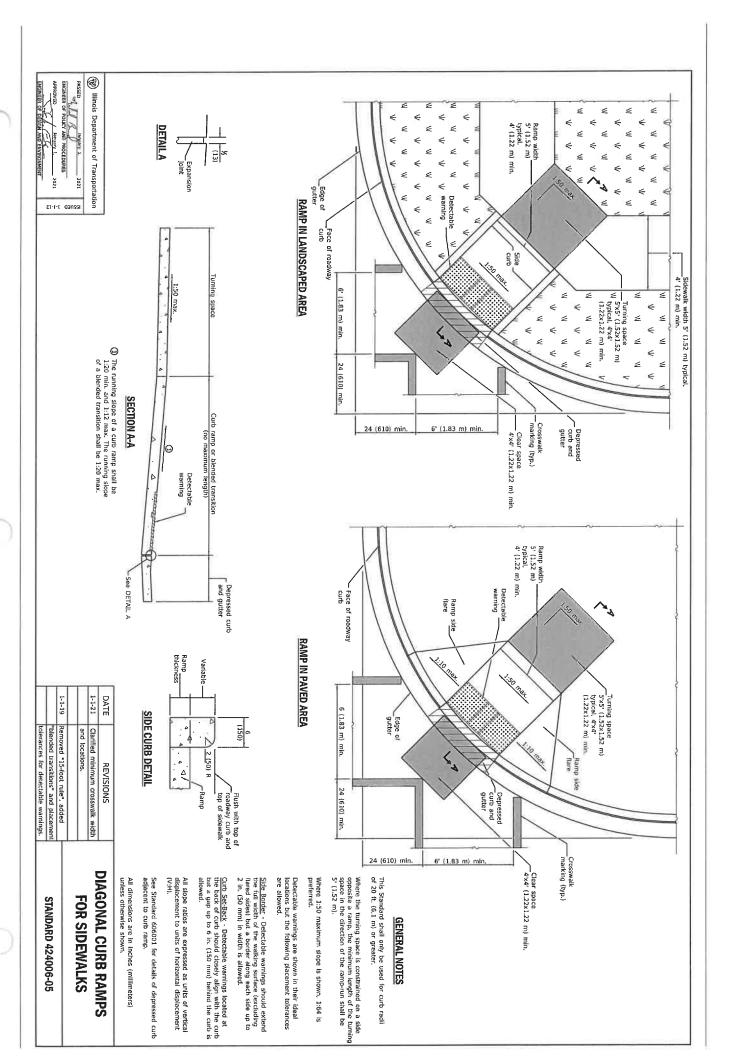
## **PAVEMENT JOINTS**

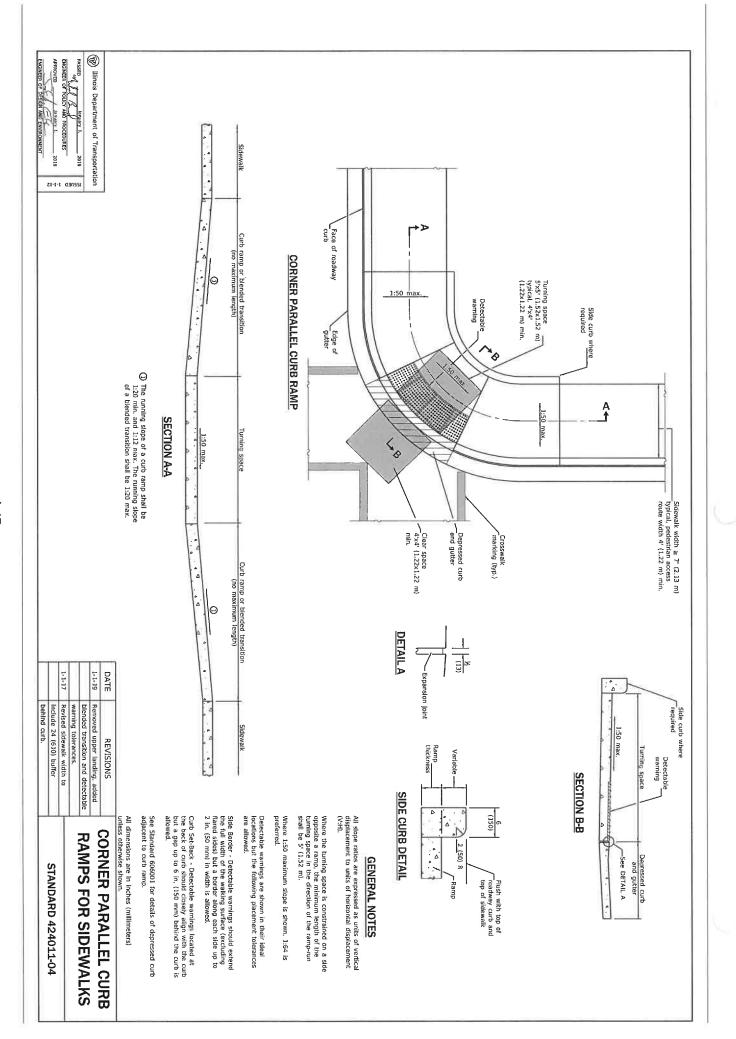
(Sheet 2 of 2)

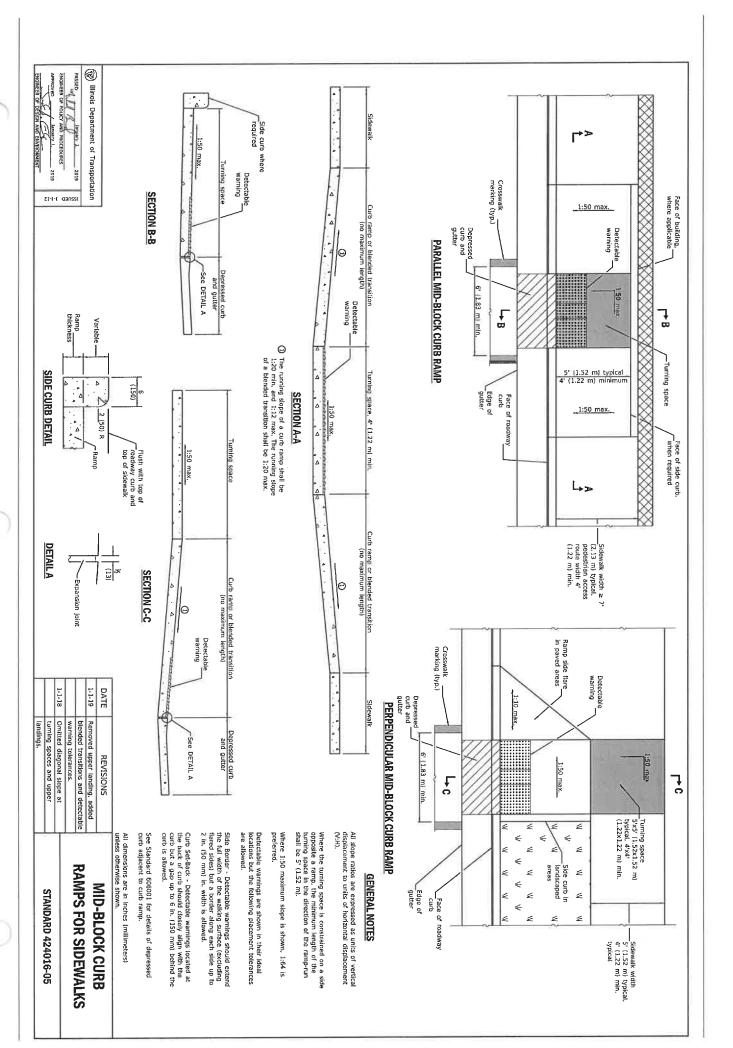
STANDARD 420001-10



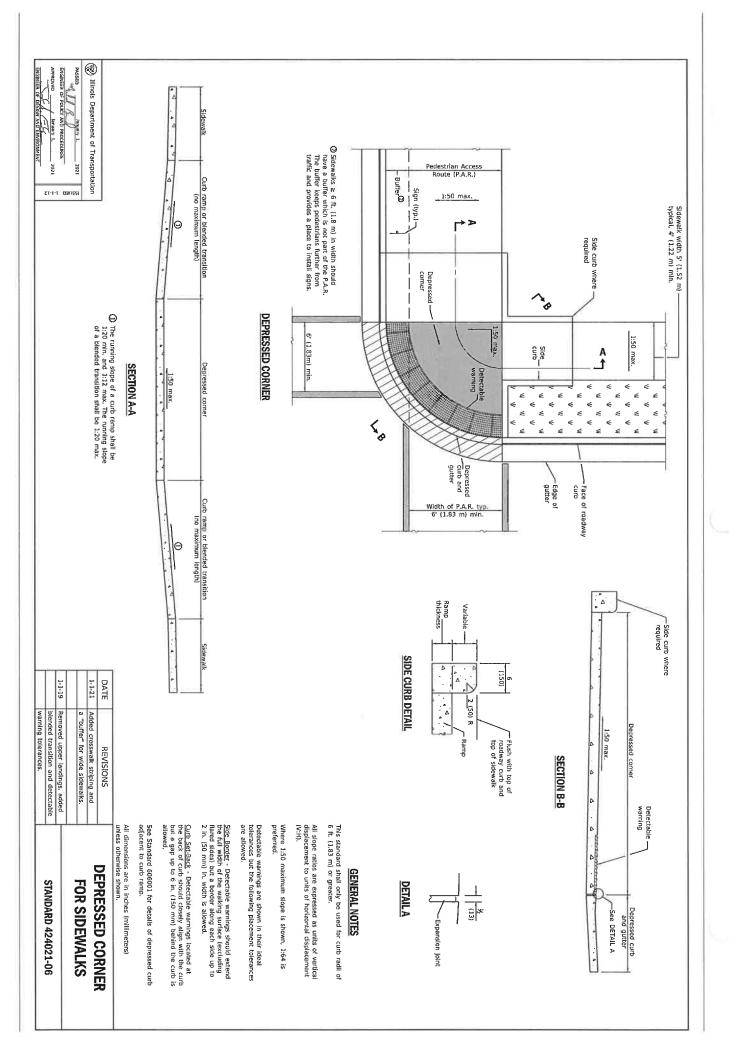


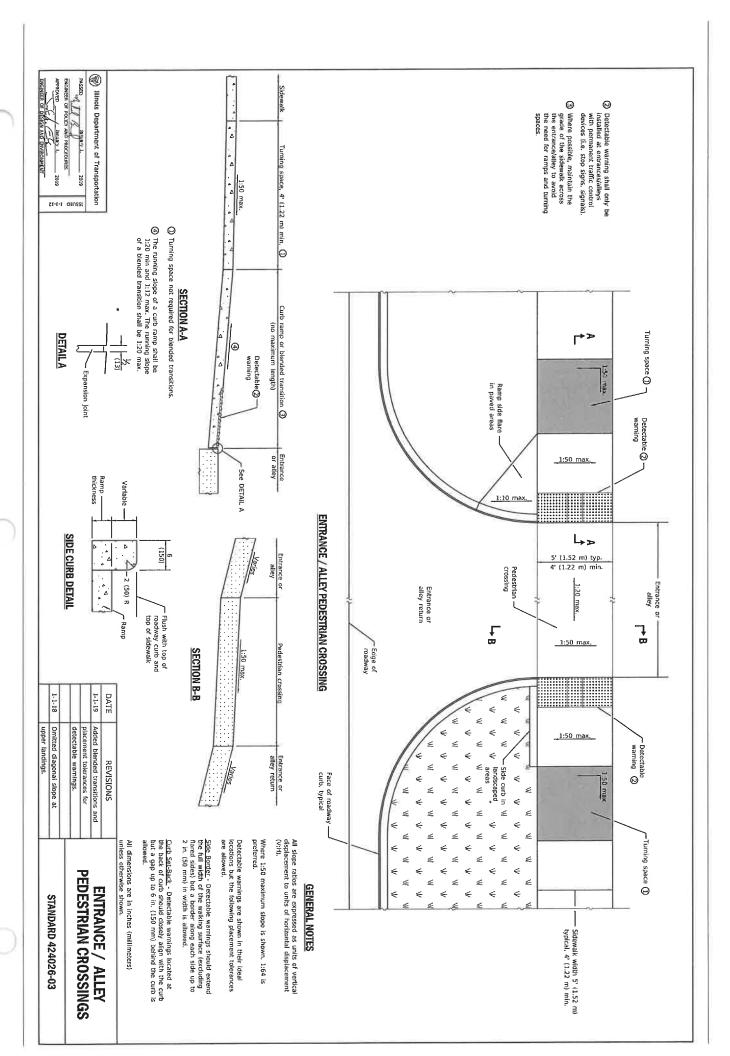


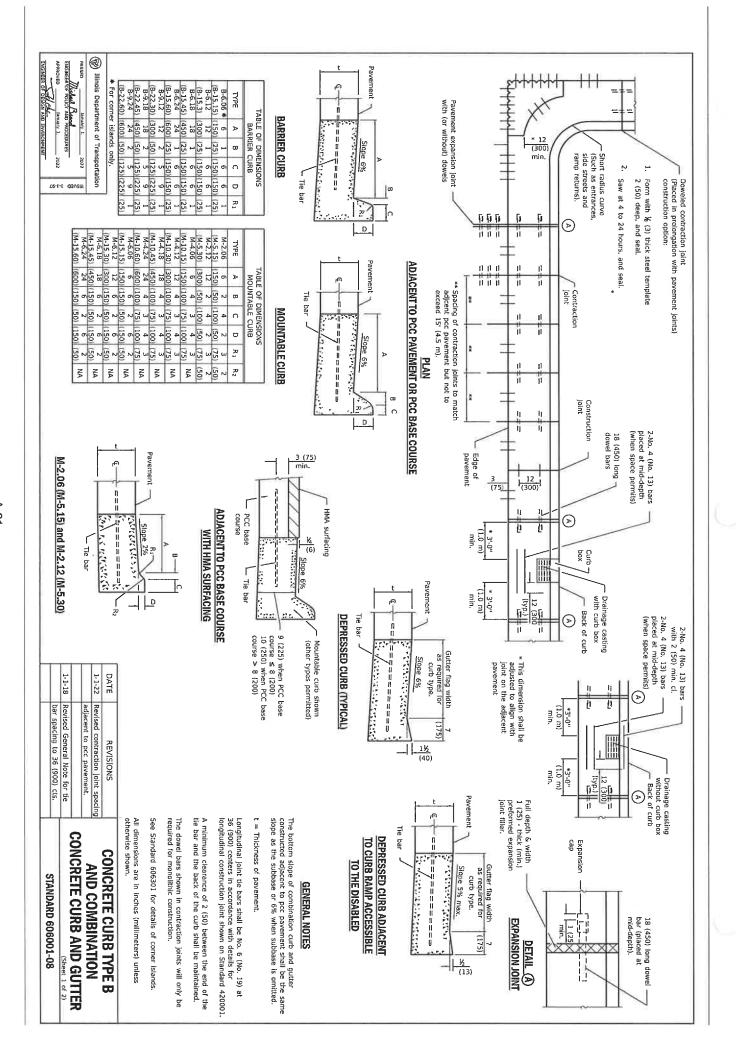


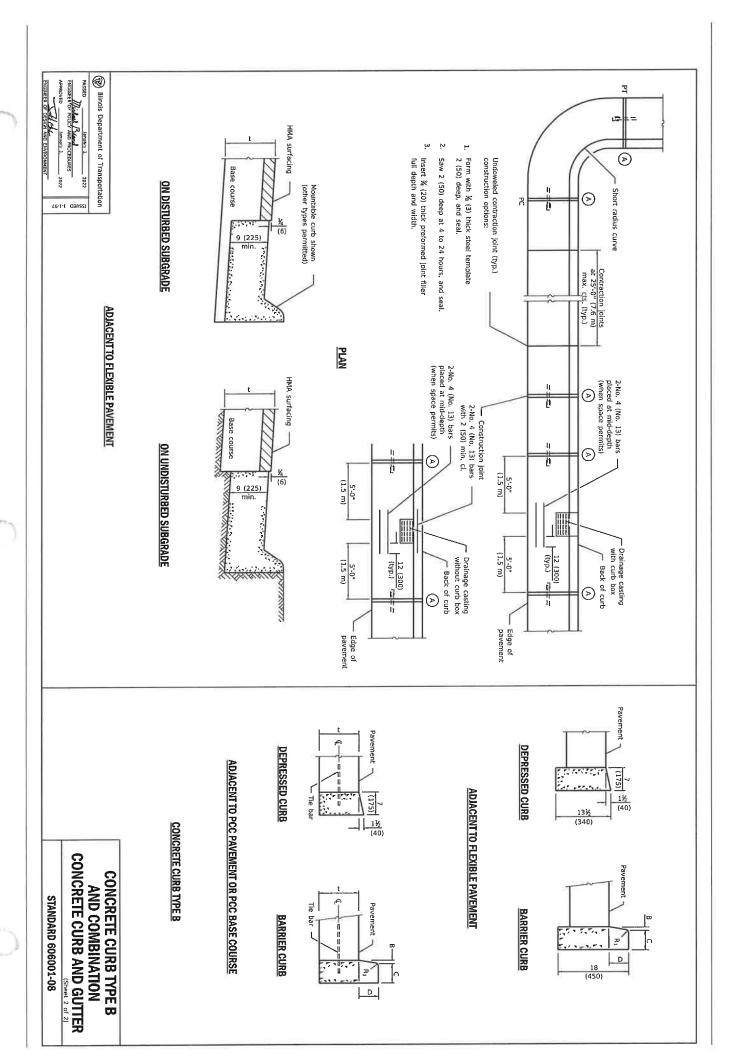


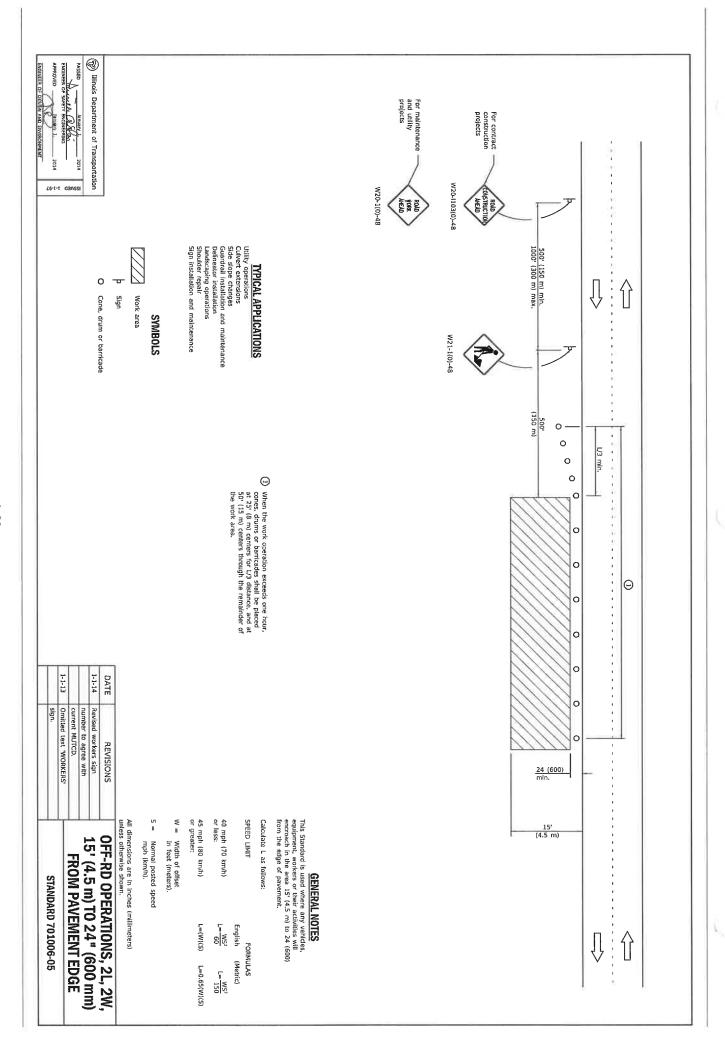
Ğ.

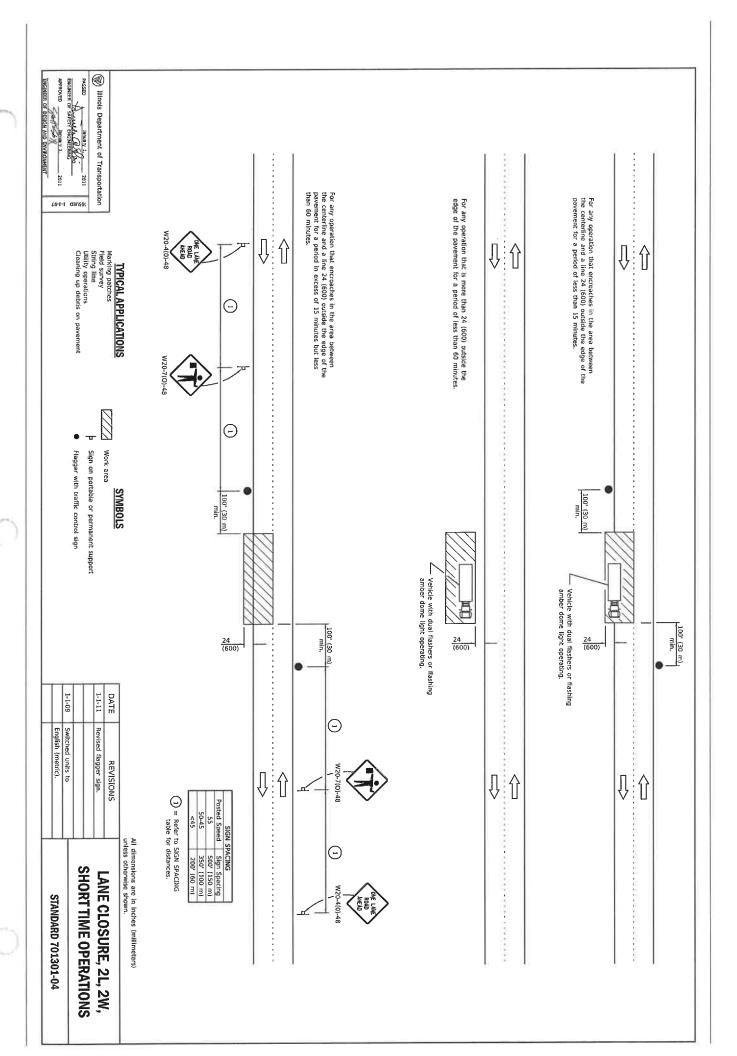


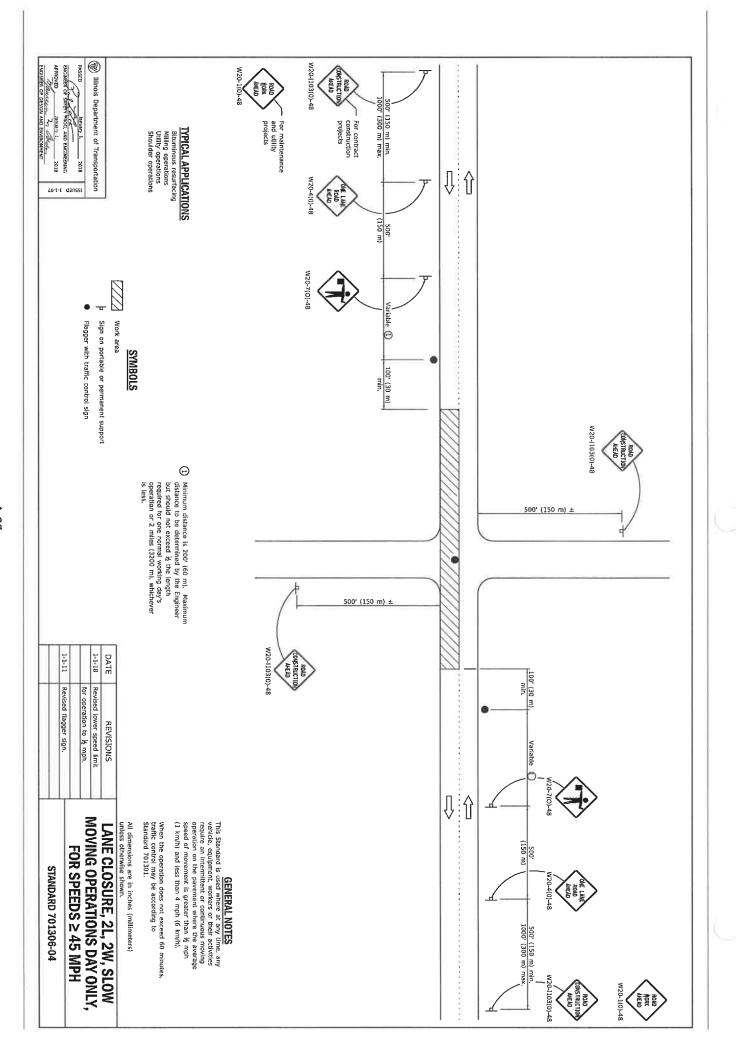


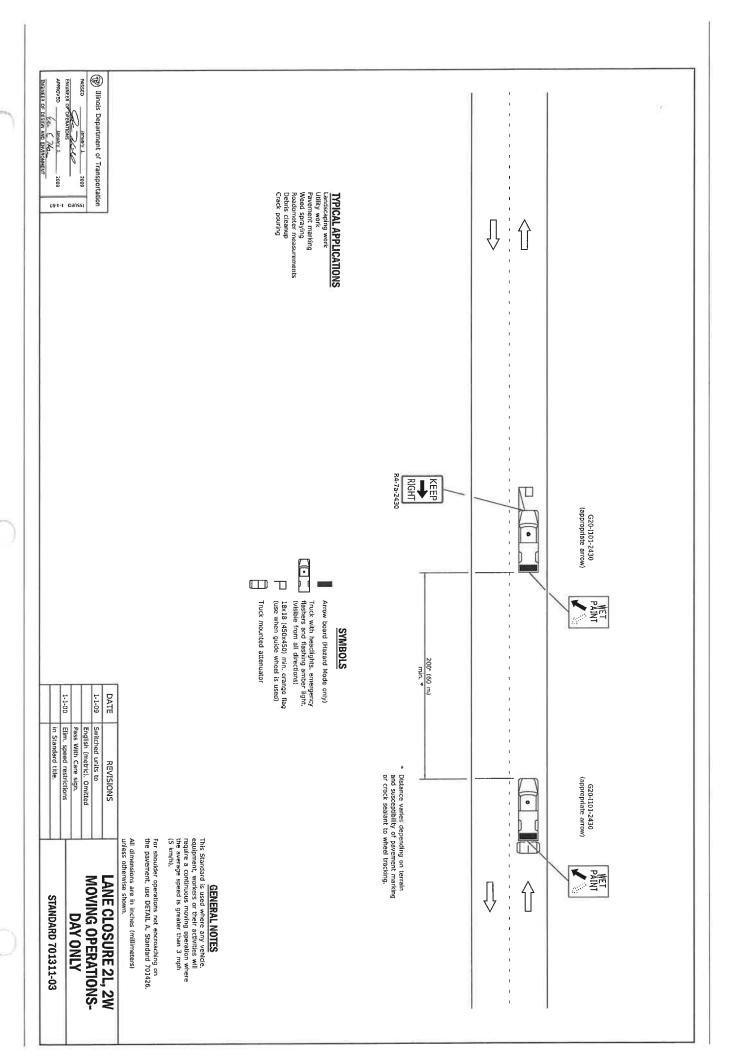


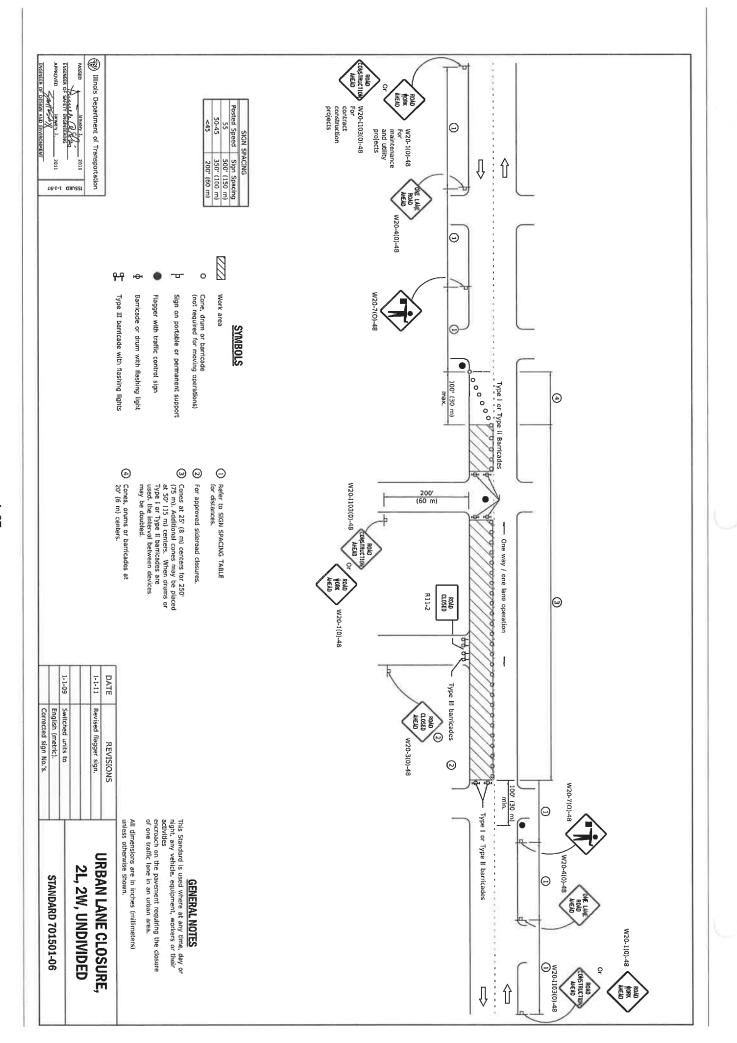


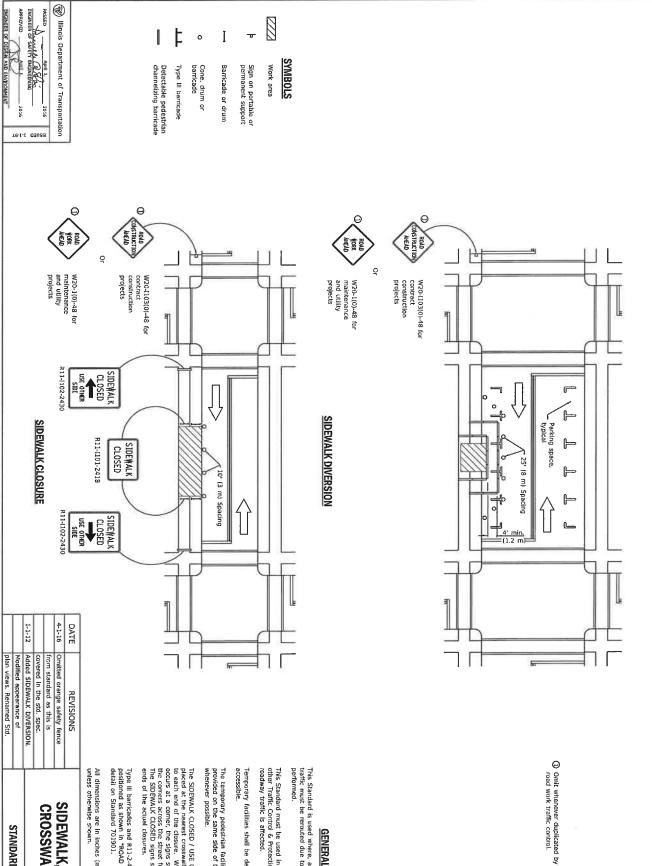












#### GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

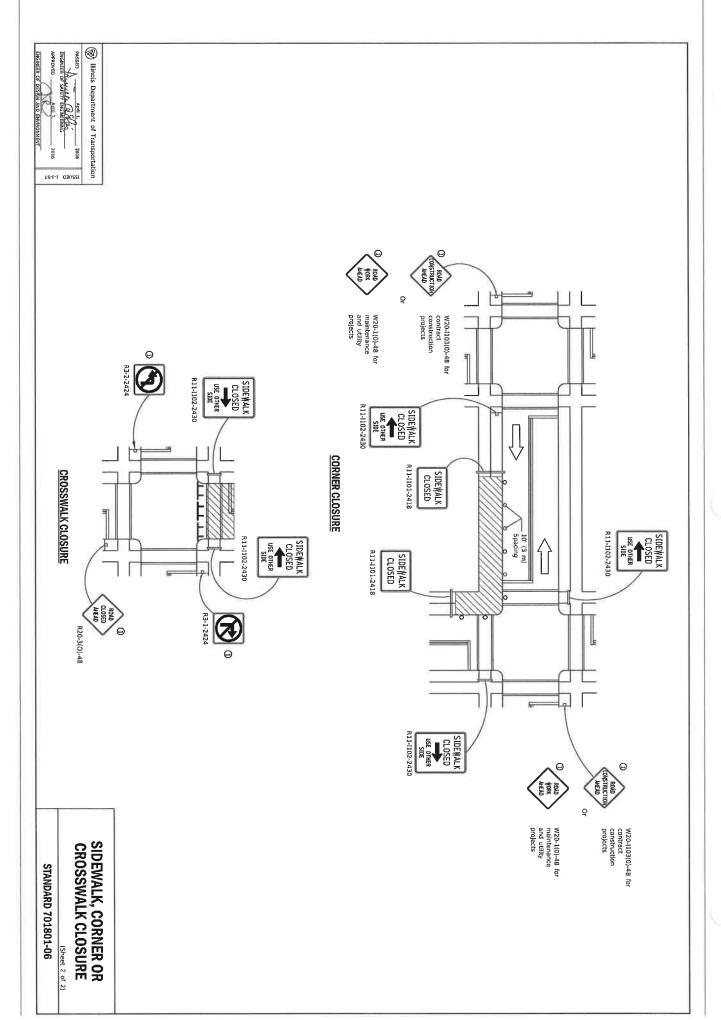
The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures. Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

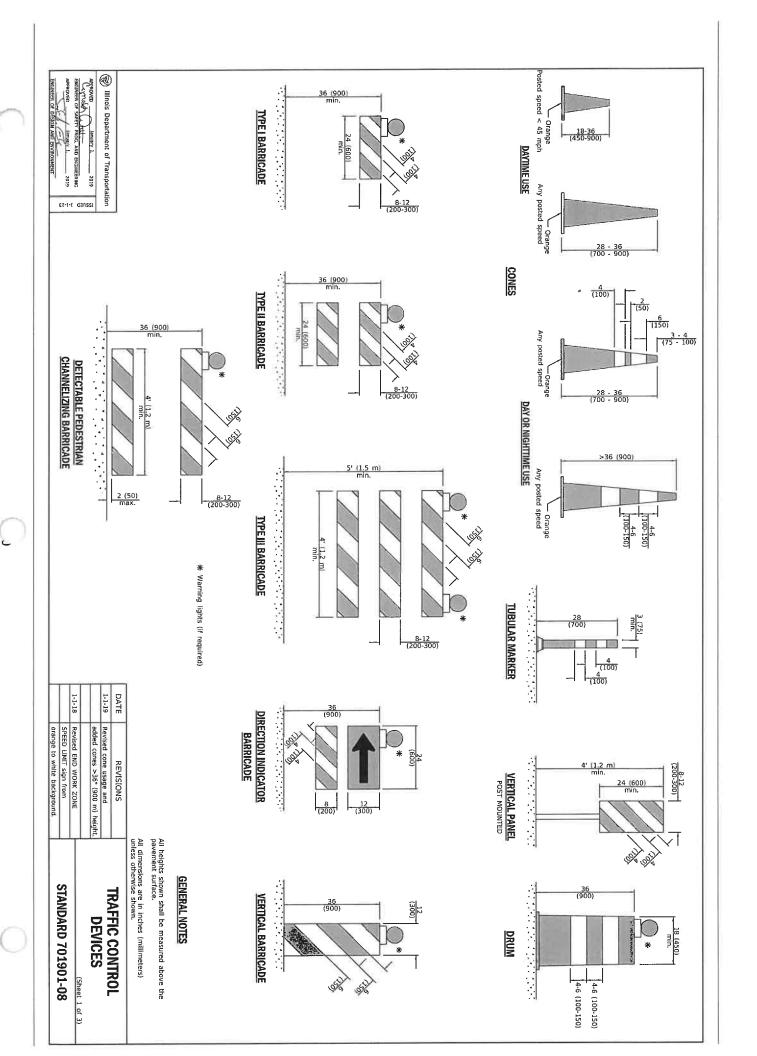
All dimensions are in inches (millimeters) unless otherwise shown.

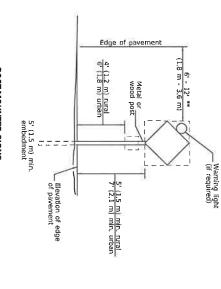
# SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

STANDARD 701801-06

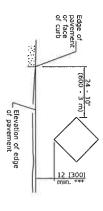






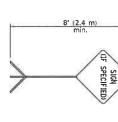
#### POST MOUNTED SIGNS

\*\* When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.

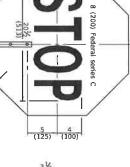


# SIGNS ON TEMPORARY SUPPORTS

\*\*\* When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.

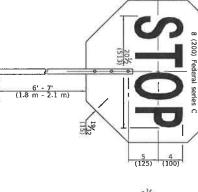


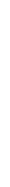
## HIGH LEVEL WARNING DEVICE



MAX

WIDTH





FLAGGER TRAFFIC CONTROL SIGN

FRONT SIDE

(R) Illinois Department of Transportation APROVED INNUARY 1. 2019
ENGINEER OF SAFETY PROG. AND ENGINEERING

\_ 2019

ET-T-T GBNSSI

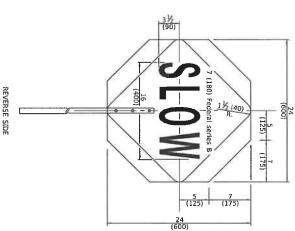
XX'-XX" width and X miles are variable

WIDTH RESTRICTION SIGN

W12-I103-4848

AHEAD

MILES



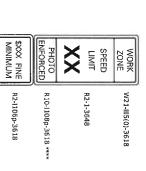
### **WORK LIMIT SIGNING**

Duat sign displays shall be utilized on multi-lane highways. END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m). ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X WILES G20-[104(0)-6036

END CONSTRUCTION G20-I105(0)-6024



Sign assembly as shown on Standards or as allowed by District Operations.



This sign shall be used when the above sign assembly is used.

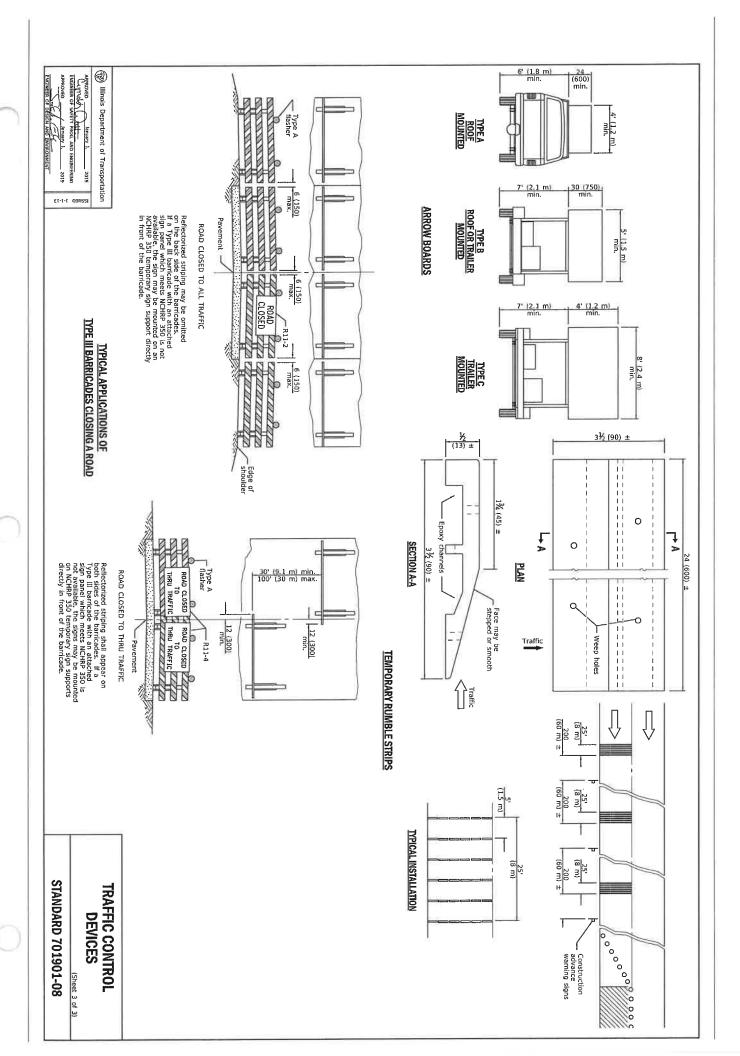
### HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

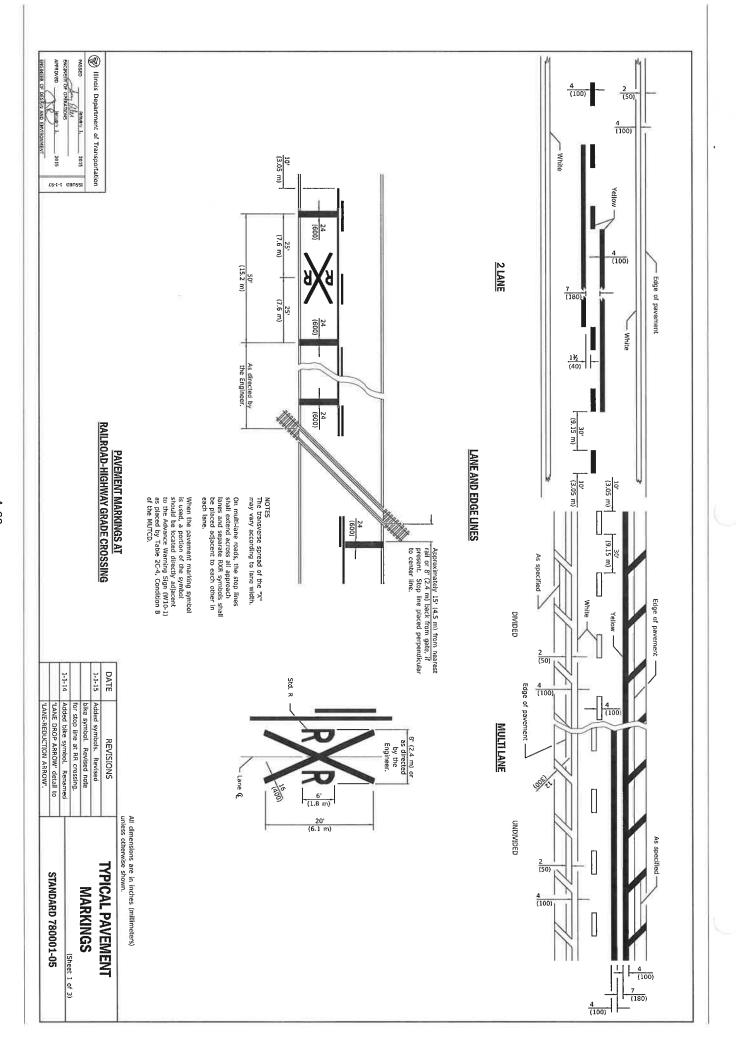
\*\*\*\* R10-I108p shall only be used along roadways under the juristiction of the State.

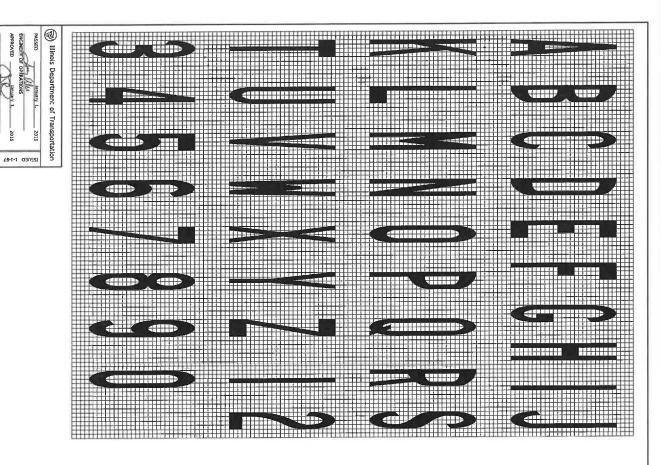
#### TRAFFIC CONTROL **DEVICES**

(Sheet 2 of 3)

## STANDARD 701901-08







# LETTER AND ARROW GRID SCALE

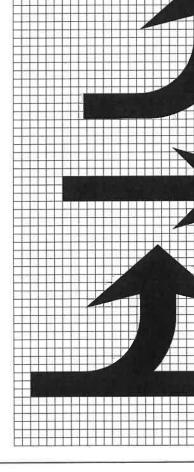
The space between adjacent letters or numerals should be approximately 3 (75) for 6' (1.8 m) legend and 4 (100) for 8' (2.4 m) legend.



3.8 (96	Large	8' (2.4 m)
2.9 (74)	Small	6' (1.8 m)
Đ.	Arrow Size	Legend Height







STANDARD 780001-05

TYPICAL PAVEMENT

MARKINGS

A-35

