# CITY OF PEORIA CONTRACT

This agreement, made and entered into this \_\_\_\_\_ day of <u>AUGUST</u>, 2016, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and <u>R.A. CULLINAN & SON, INC. A DIV. OF UNITED CONTRACTORS MIDWEST, INC.</u>, Party of The Second Part for the improvement known as the <u>STENNING DRIVE RECONSTRUCTION</u>;

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 FOUR HUNDRED FIFTY EIGHT THOUSAND SEVEN HUNDRED EIGHT AND 76/100 DOLLARS (\$458,708.76).

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

#### EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:

THE CONTRACTOR (hereinafter referred to as "SERVICE PROVIDER") agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). This does not apply to any City Employee involved in the 2011-12 reduction in force; nor does it apply to parties taking the Early Retirement incentive offered by the City from November 1, 2011 through November 1, 2012.

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

THE CITY OF PEORIA	PARTY OF THE SECOND PART
BY: FETT L	R.A. CULLINAN & SON A DIVISION OF UNITED CONTRACTORS MIDWEST, INC
City Manager	(name of individual, firm or corporation)
A 2	BY: Homas Vivally.0.
ATTEST: State MI	(member of firm or officer of corporation)
City Clerk	(If a Co-Partnership)
	(seal)
	(seal)
EXAMINED AND APPROVED:	
D 1081 #	Partners doing business under the firm name
Direct V. Mess	of(seal)
Corporation Counsel	(PARTY OF THE SECOND PART)
	(If an Individual)
	(seal)

(PARTY OF THE SECOND PART)

R.A. CULLINAN & SON A DIVISION OF UNITED CONTRACTORS MIDWEST, INC.

and the form



# CITY OF PEORIA PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That I/we R.A. CULLINAN & SON, INC., A DIVISION OF UNITED CONTRACTORS MIDWEST. an individual, of a co-partnership, of Delaware a corporation organized under the laws of the State of Travelers Casualty & Surety Company of America as Principal, and Connecticut a corporation organized and existing under the laws of the State of 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 FOUR HUNDRED FIFTY EIGHT THOUSAND SEVEN HUNDRED EIGHT AND 76/100 DOLLARS (\$458,708.76) 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 STENNING DRIVE RECONSTRUCTION in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof as if fully set forth herein: NOW, THEREFOR, 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 foregoing Obligation this day of \_\_\_\_\_, 2016. FOR THE CITY OF PEORIA Thomas T. Wall Principal Vice President Travelers Casualty & Surety Company of America EXAMINED AND APPROVED: Corporation Counsel Sureties

Afton Booth, Attorney-in-Fact

P. E. Single

STATE OFIllinois	)	
COUNTY OFTazewell	) <b>SS</b> )	
I, Amy E. Ries	, a Notary Public i	n and for said County, in the
State aforesaid, do hereby certify the who is personally known to me to b	at Afton Booth e the same person who signed the abo	ve foregoing instrument as the
	sualty & Surety Company of America on and acknowledged that he signed t	he name of
Travelers Casualty & Surety Company o	f America , thereto, as his Principa	al, and his own name as Attorney
in Fact, as the free and voluntary act that he executed the said instrument	ot of his said Principal for the uses ar under authority given him by his said	nd purposes therein set forth, and
Given under my hand and Notarial S	Seal, this 12th day of August	, 2016.
OFFICIAL SEAL AMY E. RIES NOTARY PUBLIC - STATE OF ILLINO MY COMMISSION EXPIRES 10-28-20	· · ·	E. Rue Notary Public

1.4



#### **POWER OF ATTORNEY**

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Marie C. Tetreault, Notary Public

Attorney-In Fact No.

226368

Certificate No. 006792778

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Afton Booth, Patrick J. Taphorn, and Kathy Betteridge

	ekin		, State of	Illinois				ul Attorney(s)-in-Fac
ach in their separate	capacity if mo	ore than one is nam	ed above, to sign, execalf of the Companies	cute, seal and acknow	wledge any an	d all bonds, reco	gnizances, conditi	onal undertakings a
ontracts and executing	ng or guarante	eing bonds and und	dertakings required or	permitted in any act	ions or procee	dings allowed b	v law.	ig the performance
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ay of May	KEOF, the Co	2016	sed this mistrument to	be signed and their c	orporate sears	to be hereto an	ixed, this	
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		Farmington Casu		ORDE		•	urance Company	
			anty Insurance Com anty Insurance Unde				nd Surety Compa	
			Marine Insurance Code				nd Surety Compa and Guaranty C	•
		St. Paul Guardian	Insurance Company	y .		·	,	, , , , , , , , , , , , , , , , , , , ,
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of Harriota 55.						Robert L. Ranc	y, sellior vice riesid	ent
n this the 13th	a.	ay of May		2016		10.1		nowledged himself
ii tilis tile		ty OI	ompany, Fidelity and	Guaranty Insurance	e personany a Company, Fid	ppeared Kobert elity and Guarar	L. Kaney, who ack ity Insurance Unde	rwriters Inc. St. P.
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asualty and Surety C	Company of A	merica, and United	States Fidelity and C	Suaranty Company, a	and that he, as	such, being autl	norized so to do, e	xecuted the foregoi
strument for the pur								

58440-5-16 Printed in U.S.A.

**In Witness Whereof**, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.

#### WARNING: THIS POWER OF ATTORNS Y IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 124 day of \_\_\_\_\_\_ day of \_\_\_\_\_\_



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# STATE OF ILLINOIS CITY OF PEORIA

### **NOTICE TO BIDDERS**

## 1. <u>Time and Place of Opening Bids.</u>

Sealed proposal for the improvement described herein will be received at the Office of the City Engineer, 3505 N. Dries Lane, Peoria, Illinois, until <u>11:00 A.M., Tuesday, July 26, 2016</u>, and at that time publicly opened and read.

### 2. <u>Description of Work.</u>

- (A) Proposed improvement is officially known as the STENNING DRIVE RECONSTRUCTION.
- (B) The proposed improvement consists of reconstruction of the existing roadway and updating sidewalks and ramps to comply with Americans with Disabilities Act (ADA) requirements. This work shall be done in accordance with the Standard Specifications for Road and Bridge Construction adopted April 1, 2016, at locations designated in this document or as directed by the City. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.

### 3. <u>Instruction to Bidders.</u>

- (A) Specifications and proposal forms are issued through the Office of the City Engineer, Public Works Facility, 3505 North Dries Lane, Peoria, IL, Phone number 309-494-8800. Before plans and specifications may be obtained, contractors must be pre-qualified. Electronic documents are available by providing contact information (company name, contact name, phone number, fax number and email address) in an email request to <a href="mailto:pwdropbox@peoriagov.org">pwdropbox@peoriagov.org</a>.
- (B) All proposals must be accompanied by a proposal guaranty as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction" prepared by the Illinois Department of Transportation: a Bid Bond, or 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.
- C) Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE PROJECT NAME: "STENNING DRIVE RECONSTRUCTION," and the DATE AND TIME the request is due.
- (D) All bids are to be mailed or delivered to the City of Peoria, 3505 N. Dries Lane, Peoria, Illinois, 61604 by 11:00 A.M, Tuesday, July 26, 2016. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the City of Peoria. Contact Andrea Klopfenstein, P.E. at 309-494-8800.

- (E) No response will be opened which has be received after the closing time specified in the BID document and it will be returned unopened to the Proposer.
- (F) The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "orequal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Owners' Representative, approval must be obtained prior to the bid opening. The request to use substitute items must be accompanied by complete specifications of the substitute items.
- (G) Unit costs must be clearly identified for each component requested by the proposal document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. Each pay item should have a unit price, a bid will be declared unacceptable if a unit price is not shown. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his/her authorized Representative.
- (H) Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

### 4. Rejection of Bids.

The City of Peoria reserves the right to reject any or all proposals as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction," and LRS6 Recurring Special Provision, prepared by the Department of Transportation of the State of Illinois.

## STATE OF ILLINOIS CITY OF PEORIA

# **PROPOSAL** TO THE CITY OF PEORIA:

Proposal of R. A. Cullinan & Son, a Div. of United Contractors Midwest, Inc. 1. i. (Name and Address of Bidder)

for the improvement designated in Paragraph 2 below consists of reconstruction of the existing roadway and updating sidewalks and ramps to comply with American with Disabilities Act (ADA) requirements. This work shall be done in accordance with the Standard Specifications for Road and Bridge Construction adopted April 1, 2016, or as directed by the City. The Contractor shall furnish all materials and equipment, and provide all traffic control. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.

- The specifications for the proposed improvement are those prepared by the Austin Engineering 2. Company, Inc., which specifications are designated as Stenning Drive Reconstruction.
- The specifications herein referred to are the "Standard Specifications for Road and Bridge 3. Construction," prepared by the Department of Transportation of the State of Illinois and adopted by said Department on April 1, 2016. The undersigned agrees to accept, as part of the contract, the Special Provisions contained within this proposal.
- The undersigned declares that they will comply with the applicable provisions of Division 100, 4. General Requirements and Covenants.
- 5. The undersigned agrees to complete the work, by November 23, 2016 unless additional time is granted in accordance with Article 108.08 of the Specifications.
- The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to 6. perform any of the provisions in the contract or fails to make delivery within the time stated. The Cancelation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City Manager, and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance section 10-102. The contractor will not be liable to perform if situations arise by reason of strikes, acts of god or the public enemy, acts of the City, fires, or floods.
- In case of default by the contractor, the City will procure the articles or services from other sources 7. and hold the contractor responsible for any excess cost incurred.
- Accompanying this proposal is a bid bond, certified check, or cashier's check complying with the 8. requirements of the Specifications, made payable to the City Treasurer of the City of Peoria, Illinois. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the check shall be forfeited to the awarding authority.

Attach Cashier's Check or		
The amount of the check or draft is \$	(a bid bond)	

- 9. 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.
- 10. Unit costs must be clearly identified for each component requested by the contract document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. Each pay item should have a unit price, a bid will be declared unacceptable if a unit price is not shown. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his/her authorized Representative.
- 11. The city is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Proposer must show the amount of tax included in the unit price.
- 12. The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of chapter 775 of the Illinois compiled Statues 5/2-105 on sexual Harassment policies.
- 13. With the execution of this BID, the Proposer is certifying to the non-collusion in the preparation and submittal. The Response must be properly executed by the Proposers or the response will not be considered for selection.
- 14. The successful vendor agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified herein.
- 15. The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.
- 16. Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Bidders."
- 17. This contract will be governed by the laws of the State of Illinois.
- 18. "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performances of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the City written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors."

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

19. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the City of Peoria, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of Federal, State or local government as a result of a violation of State laws prohibiting bidrigging or bid-rotating and has not been suspended or debarred from receiving federal funding.

# 20. <u>EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:</u>

THE CONTRACTOR, (hereinafter referred to as "SERVICE PROVIDER") agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). This does not apply to any City Employee involved in the 2011-12 reduction in force; nor does it apply to parties taking the Early Retirement Incentive offered by the City from November 1, 2011 through November 1, 2012.

21. 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="www.peoriagov.org/equal-opportunity/">www.peoriagov.org/equal-opportunity/</a> by clicking on the link. You can also request a copy by e-mail or calling:

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 <a href="www.illinoisepay.com">www.illinoisepay.com</a> 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 renewing or applying for an is completed and enclosed.	EEO Certification Number.	Employer Report Form CC-1
X	We have a current EEO Certification Our EEO Certification Number:	on Number on file with the C 00676-170331	ity. -

- 22. The City of Peoria will adjust the project limits in order to meet the available budget.
- 23. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract:



a division of United Contractors Midwest, Inc.

### 121 West Park St. - P.O. Box 166 Tremont, Illinois 61568

CONCRETE GRAVEL & BITUMINOUS PAVEMENTS
CONCRETE AND STEEL BRIDGES AND CULVERTS
PILE DRIVING - EXCAVATING - DRAINAGE DITCHES

OFFICE PHONE 925-2711 Area Code 309 PEORIA 676-4343 Area Code 309 PEKIN 346-7262 FAX 309-925-7131

Quote To: CITY OF PEORI, IL

Job Name: STENNING DR RECONSTRUCTION

 Project Location:
 PEORIA, IL

 Date of Plans:
 07/05/16

 Bid Date:
 07/26/16

 Attn:
 Bid Date:
 07/26/16

 Phone:
 FSA:
 0726STENPE

Mobile: Addendum: Addendum #1 Acknowledged

Fax:

-	ITEM	DESCRIPTION	QUANTITY	UNIT	LINUT DDICE	AMOUDIT
	5	BASE BID:STENNING DR.	QUANTITI	UNII	UNIT PRICE	AMOUNT
	J	RECONSTRUCTION				
_	10	PAVEMENT REMOVAL	6,087.00	SY	17.40	105,913.80
	15	AGGR. BSE CRSE, CS-01,7"	6,087.00	SY	13.29	80,896.23
	18	AGGR BSE CRSE, CA-6, 3"	6,087.00	SY	6.85	41,695.95
<b>\</b> _	20	HMA BINDER CRSE, IL-19.0, N50, 2 1/2"	852.00	TON	96.45	82,175.40
	25	HMA SURFACE CRSE, MIX D, N50, 2"	681.00	TON	99.15	67,521.15
	30	BIT MATERIALS (PRIME COAT)	304.00	LB	5.45	1,656.80
	35	SIDEWALK REMOVAL	3,398.00	SF	1.10	3,737.80
	40	PCC SIDEWALK 4"	2,795.00	SF	7.92	22,136.40
	45	PCC COMB CURB & SIDEWALK 4"	674.00	SF	8.79	5,924.46
	50	COMB CONCRETE CURB & GUTTER (SPL)	128.00	LF	90.72	11,612.16
	55	DETECTABLE WARNING	128.00	SF	27.61	3,534.08
	60	DECORATIVE BLOCK RETAING WAL	300.00	SF	43.89	13,167.00
	65	INLET PROTECTION	9.00	EA	117.83	1,060.47
	70	TEMPORARY MAILBOX RELOCATION	1.00	LS	2,770.37	2,770.37
	75	CONSTRUCTION LAYOUT	1.00	LS	6,962.53	6,962.53
	80	TRAFFIC CONTROL & PROTECTION	1.00	LS	7,944.16	7,944.16
<b></b>	100	TOTAL BASE BID: STENNING DR. RECONSTRUCTION				\$458,708.76

**NOTES:** 

Addendum #1 AK

# STENNING DRIVE RECONSTRUCTION SCHEDULE OF PRICES- BASE BID

<u>Item</u>	Quantity	Unit <sup>:</sup>	Unit Price	Extension
Pavement Removal	6,087	S.Y.		<u>=</u>
Aggr. Base Course, CS-01, 7"	6,087	S.Y.	-	
Aggr. Base Course, CA-6, 3"	6,087	S.Y.		
Hot-Mix Asphalt Bind. Cse., IL-19.0, N50, 2 1/2"	852	Ton		
Hot-Mix Asphalt Surf. Cse., Mix D, N50, 2"	681	Ton		
Bituminous Materials (Prime Coat)	304	Pound		
Sidewalk Removal	3,398	S.F.		-
P.C.C. Sidewalk, 4"	2,795	S.F.		
P.C.C. Comb. Curb & Sidewalk, 4"	674	S.F.		
Comb. Concrete Curb & Gutter (Special)	128	Ft.		
Detectable Warning	128	S.F.		
Decorative Block Retaining Wall	300	S.F.		
Inlet Protection	9	Ea.		
Temporary Mailbox Relocation	1	L.Sum		
Construction Layout	1	L.Sum		
Traffic Control and Protection	1	L.Sum _		

TOTAL BASE BID \$ 450,708.76\_\_

Addendum #1

# SIGNATURE PAGE

(If an individual)	Signature of Bidder
Business Address	
(If a partnership)	Firm Name
Signed byPresident	
Business Address	
Business Address	
Insert Namesand Addresses	
of all partners:	
(If a corporation)	R. A. Cullinan & Son, a Div. of Corporate Name <u>United Contractors Midwest</u> , Inc.
Signed by Thomas I-Wa	$\mathcal{L}$
Thomas T. Wall, Vice Pr Business Address 121 W. Park, PO Bo Tremont, Illinois	<u>x 166</u>
Insert Names	<del></del>
of Officers:	Robert W. Bruner President
$\sim 1$	Allen D. Cullinan Secretary
Mayer	Kenton W. Day Treasurer

Jeff Sinn

Assist. Secretary



# Local Agency Proposal Bid Bond

_			Route	Stenning Drive Reconstruction
			County	Peoria
	RETURN WITH BID	)	Local Agency	City of Peoria
		-	Section	Project # PB1603
	PAPER BID E			
WE R.A. Cullinan and Son,	A Division of United Contractors M	idwest, Inc.		as PRINCIPAL,
and Travelers Casualty & Sur	ety Company of America			as SURETY,
the amount specified in the proposal of	ound unto the above Local Agency (here documents in effect on the date of invita s, and assigns, jointly pay to the LA this	tion for bids which	ever is the lesser su	um. We bind ourselves, our heirs,
	THE FOREGOING OBLIGATION IS SU construction of the work designated as t		PRINCIPAL is subm	nitting a written proposal to the LA actin
shall within fifteen (15) days after awa of the required insurance coverage, a	cepted and a contract awarded to the Pl ord enter into a formal contract, furnish s Il as provided in the "Standard Specifica all become void; otherwise it shall remai	surety guaranteeing ations for Road and	the faithful perform Bridge Construction	nance of the work, and furnish evidence
	the PRINCIPAL has failed to enter into ing through its awarding authority shall i and any other expense of recovery.			
IN TESTIMONY WHEREOF, the s respective officers this 26th	aid PRINCIPAL and the said SURETY I day ofJuly, 2016	have caused this in	strument to be sigr	ned by their
	Prin	cipal		
R.A. Cullinan and Son, A Division Contractors Midwest, Inc.  (Company I			(60-	None)
(Company)	varrie)		(Com	pany Name)
P. 7 0	- (a) (a) (b)	Ву:		
By: Thomas T. Wall. Vice-P	resident (Signature and Title)		(Signat	ture and <del>Title</del> )
	two or more contractors, the company r	names and authori	}	
(		rety /		Solution in the district of the solution in th
Travelers Casualty & Surety Com		Ву:	to-/	Trace
(Name of S		/ / /	Booth, Attorney in-F	Fact (Signature of Attorney-in-Fact)
STATE OF ILLINOIS, COUNTY OF Tazewell				
COUNTY OF I azewell Debra J. Uselton Lowmar	a Notany B	oublic in and for s	oid countr	
	T. Wall and Afton Booth	ublic in and ior s	aid county,	
	( Insert names of indiv	viduals signing on beh	alf of PRINCIPAL & S	SURETY)
who are each personally known to me SURETY, appeared before me this da voluntary act for the uses and purpose	to be the same persons whose names by in person and acknowledged respecti es therein set forth.	are subscribed to tively, that they sign	the foregoing instru ed and delivered so	ment on behalf of PRINCIPAL and aid instruments as their free and
Given under my	hand and notatial seal this 201	ay of	July, 2016	
My commission expires 05-05-		VMAN Dece	ug Yese	ton Lowman
	NOTARY PUBLIC - STATE OF MY COMMESSED FROM FROM FROM FROM FROM FROM FROM FROM	0 <del>6,06,1</del> 20 }	(Notary Pt	idic)
☐ Electronic bid bond is allow	red (box <del>krauet/berskret/by/2A</del> 1	n electronic bid	bond is allowed	d)
The Principal may submit an elec	tronic bid bond, in lieu of completing	g the above secti	on of the Propos	al Bid Bond Form, By
providing an electronic bid bond if	D code and signing below, the Princurety are firmly bound unto the LA u	cipal is ensuring t	the identified elec	ctronic bid bond has been
PRINCIPAL is a joint venture of to	wo or more contractors, an electron	ic bid bond ID co	de, company/Bid	iu as shown above. (IT lder name title and date must
be affixed for each contractor in the	ne venture.)		., <u> </u>	and date mot
Electronic Bid Bond ID Code		(Company)	(Bidder Name)	
	·		•	
		(Signatu	re and Title)	Date

# **PART 1- PROPOSAL**



#### **POWER OF ATTORNEY**

**Farmington Casualty Company** Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America **United States Fidelity and Guaranty Company** 

Attorney-In Fact No.

226368

Certificate No. 006792757

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Afton Booth, Patrick J. Ta	aphorn, and Kathy Betteridg	ge			
n a Dolin		·	115		
of the City of Pekin each in their separate capacity			llinois and acknowledge any and a	, their true and lawf	ful Attorney(s)-in-Fact
other writings obligatory in the contracts and executing or guar	e nature thereof on behalf of t	he Companies in their bu	isiness of guaranteeing the	fidelity of persons, guaranteei	ing the performance o
N WITNESS WHEREOF, th	e Companies have caused this	instrument to be signed	and their corporate seals to	be hereto affixed, this	13th
day of May	<u>2016</u> .				
	Farmington Casualty Co Fidelity and Guaranty In Fidelity and Guaranty In St. Paul Fire and Marine St. Paul Guardian Insura	nsurance Company nsurance Underwriters, e Insurance Company	Travelers Inc. Travelers	Mercury Insurance Companys s Casualty and Surety Compa s Casualty and Surety Compa tates Fidelity and Guaranty (	any any of America
1982	MCORPORATED STATES	SEAL STANDS	SEAL S	HARTFORD, TO CONN.	INTO ANNO BE
State of Connecticut City of Hartford ss.			Ву:	Robert L. Raney, Senior Vice Presid	dent
On this the 13th be the Senior Vice President of Pire and Marine Insurance Com Casualty and Surety Company of instrument for the purposes there	pany, St. Paul Guardian Insura of America, and United States	v, Fidelity and Guaranty l ance Company, St. Paul N Fidelity and Guaranty C	nsurance Company, Fidelity Mercury Insurance Company Company, and that he, as suc	y, Travelers Casualty and Suret th, being authorized so to do e	erwriters, Inc., St. Paul

58440-5-16 Printed in U.S.A.

n Witness Whereof, I hereunto set my hand and official seal. Ty Commission expires the 30th day of June, 2021.



# CITY OF PEORIA SUB-CONTRACTOR UTILIZATION STATEMENT

Section I(select all that apply)  X MBE/WBE Subcontractor(s) wil	l be utilized on	this project		
Non MBE/WBE Subcontractor(s	) will be utilize	ed on this project		
Section II: Prime Contractor		Project		
Name: RAC & Son, a Div. of	UCM, Inc			Drive Reconstruction
Address: PO Box 166, Tremor	at, IL 615	68 Total Co	ntract Value:	\$ 458,708,76
Phone: 309-925-2711				,
Contact Person: Kevin C. Walk	ter			
Email: kevin.walker@ucm.h	iz			
Ownership Status: MBE WI	BE M	/WBE N	on-M/WBE	X
Section III: Selected Subcontractors Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
Col Landscapins	WBE	\$ 11,500.00	2,5%	Docacatine Rotainin Wall
	WBE	\$ 3,980,00	0990	Decorative Retaining Wall Traffic Control
TOTALS  *If more than seven firms are utilized, p	olease copy the	JJJ480, Q form and attach t	3: 7 % he additional is	nformation.
Section IV: Subcontractors that sub-	mitted bids bu	t were not selecte	ed (M/WBE O	nlv)
Subcontractor Name		Scope of Wor		Denial Reason
*If more than seven firms submitted que		by the form and at		onal information.
For Office Use Only Reviewed by:				

Section V: Subcontractors Contacted (M/WBE Only)

Method of Contact	Contact Outcome
E-Mail	austed (used)
E- Mail	busted (45-d)
	10
	E-Mail

<sup>\*</sup>If more than six firms were contacted, please copy the form and attach the additional information

#### Section IV

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 the Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participation.

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

Signature of Prime Contractor
Thomas T. Wall, Vice President

Jüly 26, 2016

Date

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

Org.: May 2008 Revised: Feb. 2011



# CITY OF PEORIA M/WBE PARTICIPATION WAIVER REQUEST

PRIME CONTRACTOR PROJEC	CT .
Name: RAC & Son, a Div. of UCM, Inc.	Stenning Drive Reconstruction
Address: PO Box 166, Tremont, IL 61568	
Phone: 309-925-2711	
Contact Person: Kevin C. Walker  We hereby request to waive all of the MBE and WBE participation goals on the a	above named project and self-perform all work for the
following reason(s). The firm further affirms that the Stated reasons and documer (CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION INDICATED.)	nts provided are true and correct and not misleading:
1. No MBEs/WBEs responded to our invitation to bid.	
2. No subcontracting opportunities exist. (Attach explanation)	<del></del>
3. The award of subcontract(s) is impracticable. (Attach explanation)	
SIGNED: Company Official) Thomas T. Wall, Vice President	DATE:July 26, 2016
FOR OFFICE USE ONLY	,
APPROVED DISAPPROVED	
REVIEWED BY	DATE

	SUBMITTED BY:
CONT	TRACTOR'S NAME
CONTRA	CTOR'S ADDRESS
	CITY, STATE, ZIP

STATE OF ILLINOIS
CITY OF PEORIA
COUNTY OF PEORIA

SPECIFICATIONS, PLANS, MATERIAL QUANTITIES AND CONTRACT PROPOSAL

**FOR** 

# STENNING DRIVE RECONSTRUCTION

City Project No.: PB1603

# TO BE CONSTRUCTED UNDER THE PROVISIONS OF THE CITY OF PEORIA



BID OPENING: Tuesday, July 26, 2016 at 11:00 AM

Scott D. Reeise, P.E., City Engineer

Sop

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# PART 1- PROPOSAL

# STATE OF ILLINOIS CITY OF PEORIA

### **NOTICE TO BIDDERS**

## 1. <u>Time and Place of Opening Bids.</u>

Sealed proposal for the improvement described herein will be received at the Office of the City Engineer, 3505 N. Dries Lane, Peoria, Illinois, until 11:00 A.M., Tuesday, July 26, 2016, and at that time publicly opened and read.

## 2. <u>Description of Work.</u>

- (A) Proposed improvement is officially known as the STENNING DRIVE RECONSTRUCTION.
- (B) The proposed improvement consists of reconstruction of the existing roadway and updating sidewalks and ramps to comply with Americans with Disabilities Act (ADA) requirements. This work shall be done in accordance with the Standard Specifications for Road and Bridge Construction adopted April 1, 2016, at locations designated in this document or as directed by the City. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.

### 3. Instruction to Bidders.

- (A) Specifications and proposal forms are issued through the Office of the City Engineer, Public Works Facility, 3505 North Dries Lane, Peoria, IL, Phone number 309-494-8800. Before plans and specifications may be obtained, contractors must be pre-qualified. Electronic documents are available by providing contact information (company name, contact name, phone number, fax number and email address) in an email request to <a href="mailto:pwdropbox@peoriagov.org">pwdropbox@peoriagov.org</a>.
- (B) All proposals must be accompanied by a proposal guaranty as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction" prepared by the Illinois Department of Transportation: a Bid Bond, or 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.
- C) Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE PROJECT NAME: "STENNING DRIVE RECONSTRUCTION," and the DATE AND TIME the request is due.
- (D) All bids are to be mailed or delivered to the City of Peoria, 3505 N. Dries Lane, Peoria, Illinois, 61604 by 11:00 A.M, Tuesday, July 26, 2016. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the City of Peoria. Contact Andrea Klopfenstein, P.E. at 309-494-8800.

- (E) No response will be opened which has be received after the closing time specified in the BID document and it will be returned unopened to the Proposer.
- (F) The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "orequal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Owners' Representative, approval must be obtained prior to the bid opening. The request to use substitute items must be accompanied by complete specifications of the substitute items.
- (G) Unit costs must be clearly identified for each component requested by the proposal document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. Each pay item should have a unit price, a bid will be declared unacceptable if a unit price is not shown. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his/her authorized Representative.
- (H) Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

### 4. Rejection of Bids.

The City of Peoria reserves the right to reject any or all proposals as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction," and LRS6 Recurring Special Provision, prepared by the Department of Transportation of the State of Illinois.

### STATE OF ILLINOIS CITY OF PEORIA

# PROPOSAL TO THE CITY OF PEORIA:

1.	Proposal of
	i. (Name and Address of Bidder)
	for the improvement designated in Paragraph 2 below consists of reconstruction of the existing
	roadway and updating sidewalks and ramps to comply with American with Disabilities Act (ADA)
	requirements. This work shall be done in accordance with the Standard Specifications for Road and
	Bridge Construction adopted April 1, 2016, or as directed by the City. The Contractor shall furnish
	all materials and equipment, and provide all traffic control. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.
	appurtenant hems shan be constructed as directed by the City.

- 2. The specifications for the proposed improvement are those prepared by the Austin Engineering Company, Inc., which specifications are designated as **Stenning Drive Reconstruction**.
- 3. The specifications herein referred to are the "Standard Specifications for Road and Bridge Construction," prepared by the Department of Transportation of the State of Illinois and adopted by said Department on April 1, 2016. The undersigned agrees to accept, as part of the contract, the Special Provisions contained within this proposal.
- 4. The undersigned declares that they will comply with the applicable provisions of Division 100, General Requirements and Covenants.
- 5. The undersigned agrees to complete the work, by November 23, 2016 unless additional time is granted in accordance with Article 108.08 of the Specifications.
- 6. The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Cancelation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City Manager, and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance section 10-102. The contractor will not be liable to perform if situations arise by reason of strikes, acts of god or the public enemy, acts of the City, fires, or floods.
- 7. In case of default by the contractor, the City will procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred.
- 8. Accompanying this proposal is a <u>bid bond, certified check, or cashier's check</u> complying with the requirements of the Specifications, made payable to the City Treasurer of the City of Peoria, Illinois. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the check shall be forfeited to the awarding authority.

The amount of the check or draft is \$\_\_\_\_\_\_

- 9. 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.
- 10. Unit costs must be clearly identified for each component requested by the contract document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. Each pay item should have a unit price, a bid will be declared unacceptable if a unit price is not shown. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his/her authorized Representative.
- 11. The city is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Proposer must show the amount of tax included in the unit price.
- 12. The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of chapter 775 of the Illinois compiled Statues 5/2-105 on sexual Harassment policies.
- 13. With the execution of this BID, the Proposer is certifying to the non-collusion in the preparation and submittal. The Response must be properly executed by the Proposers or the response will not be considered for selection.
- 14. The successful vendor agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified herein.
- 15. The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.
- Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Bidders."
- 17. This contract will be governed by the laws of the State of Illinois.
- 18. "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performances of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the City written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors."

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

19. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the City of Peoria, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of Federal, State or local government as a result of a violation of State laws prohibiting bidrigging or bid-rotating and has not been suspended or debarred from receiving federal funding.

## 20. <u>EMPLOYEE/EMPLOYMENT RESTRICTIONS - THE CONTRACTOR:</u>

THE CONTRACTOR, (hereinafter referred to as "SERVICE PROVIDER") agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). This does not apply to any City Employee involved in the 2011-12 reduction in force; nor does it apply to parties taking the Early Retirement Incentive offered by the City from November 1, 2011 through November 1, 2012.

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="www.peoriagov.org/equal-opportunity/">www.peoriagov.org/equal-opportunity/</a> by clicking on the link. You can also request a copy by e-mail or calling:

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 <a href="www.illinoisepay.com">www.illinoisepay.com</a> 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 renewing or applying for an EEO Certification Number. Employer Report Form CC-1 is completed and enclosed.
 _ We have a current EEO Certification Number on file with the City. Our EEO Certification Number:

- 22. The City of Peoria will adjust the project limits in order to meet the available budget.
- 23. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract:

# STENNING DRIVE RECONSTRUCTION SCHEDULE OF PRICES- BASE BID



<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
Pavement Removal	6,087	S.Y.		
Aggr. Base Course, CS-01, 7"	6,087	S.Y.		
Aggr. Base Course, CA-6, 3"	6,087	S.Y.		
Hot-Mix Asphalt Bind. Cse., IL-19.0, N50, 2 1/2"	852	Ton		· · · · · · · · · · · · · · · · · · ·
Hot-Mix Asphalt Surf. Cse., Mix D, N50, 2"	681	Ton		
Bituminous Materials (Prime Coat)	304	Pound		***************************************
Sidewalk Removal	3,398	S.F.		
P.C.C. Sidewalk, 4"	2,795	S.F.		
P.C.C. Comb. Curb & Sidewalk, 4"	674	S.F.		
Comb. Concrete Curb & Gutter (Special)	128	Ft.		
Detectable Warning	128	S.F.		
Decorative Block Retaining Wall	300	S.F.		
Inlet Protection	9	Ea.		
Temporary Mailbox Relocation	1	L.Sum		
Construction Layout	1	L.Sum		
Traffic Control and Protection	1	L.Sum		
			***************************************	***************************************

# STENNING DRIVE RECONSTRUCTION SCHEDULE OF PRICES- ALT. BID

<u>ltem</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
Pavement Removal	6,087	S.Y.		
Aggr. Base Course, CA-6, 4"	6,087	S.Y.		
PCC Base Course, 5"	6,087	S.Y.		
Hot-Mix Asphalt Surf. Cse., Mix. D, N50, 11/2"	511	Ton		
Bituminous Materials (Prime Coat)	304	Pound		
Sidewalk Removal	3,398	S.F.		
P.C.C. Sidewalk, 4"	2,795	S.F.		
P.C.C. Comb. Curb & Sidewalk, 4"	674	S.F.		
Comb. Concrete Curb & Gutter (Special)	128	Ft.		
Detectable Warning	128	S.F.		
Decorative Block Retaining Wall	300	S.F.		
Inlet Protection	9	Ea.		
Temporary Mailbox Relocation	1	L.Sum		
Construction Layout	1	L.Sum		
Traffic Control and Protection	1	L.Sum		
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TOTAL ALT. BID S	\$
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Continued on next page

# SIGNATURE PAGE

(If an individual)		Signature of Bidder
Business Address		
(If a partnership)		Firm Name
Signed by	President	
Business Address		
Insert Names and Addresses of all partners:		
		Cornorata Nama
(If a corporation) Signed by		Corporate Name
Business Address		
Insert Names of Officers:		President
		Secretary
Attest:Secretary		Treasurer

#### PROPOSAL BID BOND

	FROFUSAL DI	D DOND	
		Route	Stenning Drive
		Municipality	City of Peoria
CITY OF	RETURN WITH BID	Rd. Dist./Twnshp	
PEORIA		County	Peoria
LONIA		Section	
WE			
	as PRINCIPAL. an		
			as SURETY,
nount specified in Article 102.09	E CITY OF PEORIA (hereafter referred to as of the "Standard Specifications for Road and I, administrators, successors, and assigns, joint	Bridge Construction" in effect on	the date of invitation for bids. We
WHEREAS THE CONDITION	OF THE FOREGOING OBLIGATION IS SU	UCH that, the said PRINCIPAL is	s submitting a written proposal to
LA acting through its awarding	authority for the construction of the work des	ignated as the above section.	Ş r - r - r - r - r - r - r - r -
RINCIPAL shall within fifteen (1 d furnish evidence of the required	accepted and a contract awarded to the PRING 5) days after award enter into a formal contract d insurance coverage, all as provided in the "S ions, then this obligation shall become void; o	et, furnish surety guaranteeing the standard Specifications for Road a	e faithful performance of the work, and Bridge Construction" and
e preceding paragraph, then the L gether with all court costs, all atto	ines the PRINCIPAL has failed to enter into a A acting through its awarding authority shall in the princy fees, and any other expense of recovery. The said PRINCIPAL and the said SURETY has a said PRINCIPAL and the said PRINCIPAL and t	immediately be entitled to recove	er the full penal sum set out above,
espective officers this	day of	A.D.	<b>55</b>
-	Principal	<del></del>	
(Compa	iny Name)	(Com	pany Name)
y:	By:		• •
y:(Sign	ature and Title)	(Signati	ure and Title)
(If PRINCIPAL is a joint ventur	e of two or more contractors, the company nar Surety		
(Name	of Surety)	(Signature of	Attomov in Foot)
		(Signature of	Attorney-in-ract)
ATÉ OF ILLINOIS,			
	, a Notary Public	in and for said county,	
o hereby certify that	(1	- Later Late Consuming	NEW 2
, ,,		s signing on behalf of PRINCIPAL & SUR	
of the cach personally known to number this of the cach purpool of the uses and purpose the uses and purpose the uses and the uses	ne to be the same persons whose names are su day in person and acknowledged respectively, ses therein set forth.	ibscribed to the foregoing instrum, that they signed and delivered sa	nent on behalf of PRINCIPAL and aid instruments as their free and

- 11 -

day of

My commission expires

A.D. \_\_\_\_\_

(Notary Public)

Given under my hand and notarial seal this NOTICE

1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.

2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be

submitted with bid



### CITY OF PEORIA SUB-CONTRACTOR UTILIZATION STATEMENT

Section I(select all that apply) MBE/WBE Subcontractor(s) wil	l be utilized on t	his project				
Non MBE/WBE Subcontractor(s						
Section II: Prime Contractor		Project				
Name:		•				
Address:		Total C				
Phone:						
Contact Person:						
Email:						
Ownership Status: MBE WI	BE M/	WBE	Non-M/WBE			
Section III: Selected Subcontractors Subcontractor Name	MBE,	Amount	% of	Scope of Work		
	WBE or Non M/WBE		Total Contract	•		
		_				
TOTALS						
*If more than seven firms are utilized, p Section IV: Subcontractors that sub		were not selec	ted (M/WBE O	nly)		
Subcontractor Name		Scope of Wo	ork Bid	Denial Reason		
*If more than seven firms submitted qu	otes, please cop	y the form and	attach the additio	onal information.		
		Continues on 1	next page			
For Office Use Only						

- 12 -

ection V: Subcontractors Contacted (M Subcontractor Name	Method of Contact	Contact Outcome
If more than six firms were contacted, plea	use copy the form and attach the additional in	formation
ection IV		
	ing equal opportunity and has established the	e following subcontractor utilization go
ty funded construction projects: 10% MBE	E and 5% WBE. Prime Contractors have an ob-	oligation to make a good faith effort to ac
e city's commitment to increase diversity	among the firms working on city construction	n projects.
e city is commitment to increase diversity		
•	ted with hid proposals. ALL subcontractors	intended for use on this project shall be
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## CITY OF PEORIA M/WBE PARTICIPATION WAIVER REQUEST

PRIME CONTRACTOR	PROJECT
Name:	Name:
Address:	
Phone:	
Contact Person:	
following reason(s). The firm further affirms that the si	participation goals on the above named project and self-perform all work for the tated reasons and documents provided are true and correct and not misleading: RTING DOCUMENTATION MUST BE SUBMITTED WHERE
No MBEs/WBEs responded to our invitation to	o bid.
2. No subcontracting opportunities exist. (Attach	explanation)
3. The award of subcontract(s) is impracticable.	(Attach explanation)
SIGNED:(Company Official)	DATE:
F	OR OFFICE USE ONLY
APPROVED DISAF	PPROVED
REVIEWED BY	DATE

## **LANGE TO SENERAL CONDITIONS**

#### **DESCRIPTION OF WORK**

The proposed improvement consists of reconstruction of the existing roadway and updating sidewalks and ramps to comply with Americans with Disabilities Act (ADA) requirements. This work shall be done in accordance with the Standard Specifications for Road and Bridge Construction adopted April 1, 2016, at locations designated in this document or as directed by the City. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.

#### **CONTACT INFORMATION**

The City's Project Engineer will be Andrea Klopfenstein, P.E., at 309-494-8800. A resident engineer (RE) will coordinate field operations. Contact the RE for general construction questions and information.

#### TIME OF THE ESSENCE

Time is an essential element of the Contract and the City will monitor the Contractor's progress towards completion. The Contractor shall adequately staff the project so that the entire project can be completed in a timely manner.

#### FAILURE TO COMPLETE WORK ON TIME

Should the Contractor fail to complete the work by November 23, 2016, the Contractor shall be liable to the City of Peoria at a rate of \$750.00 per day for every day worked over the contract time to cover all costs incurred for engineering, inspection and other expenses incurred by the City of Peoria by reason of the Contractor's failure to complete the work within the specified time, and such amount shall be deducted from the monies due the Contractor, not as a penalty, but as damages sustained.

#### PROSECUTION AND PROGRESS OF WORK

Special attention is called to Section 108 of the "Standard Specifications for Road and Bridge Construction," and specifically to Article 108.03, which states that the Contractor shall notify the City at least twenty-four (24) hours in advance of either discontinuing or resuming operations.

If a City representative is not on the job and notification as required has been given, the Contractor in charge of the work shall immediately notify the City, that work has been resumed and request that the City representative in charge of the work be notified.

Work performed without proper notification to the City as indicated herein may be rejected by the City and no compensation will be made for said work. In addition, the Contractor may be required to remove the item of construction at its own expense and replace the item of construction in accordance with the specifications.

#### **DEFINITION OF TERMS**

Section 101 of the Standard Specifications shall be revised as follows:

Article 101.14 Department. The City of Peoria or its Representative.

Article 101.16 Engineer. The designated employee or Owner's Representative.

The Engineer nor the Owner's Representative will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs.

Article 101.19 Inspector. The Owner's Representative assigned to make detailed observations on any or all portions of the work or material therefore. This activity is not to be interpreted as an inspection service, a construction supervision service, or a guaranteeing of the Contractor's performance. The Inspector will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. The Inspector will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. Observation of EEO diversity in the field will be noted.

#### RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify and save harmless the CITY OF PEORIA, its officers and employees; the Owner'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 Owner'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 Owner's Representative, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property, on account of, or in consequence of, any neglect by Contractor or a Subcontractor in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered for any infringements of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the "Workers Compensation Act," or any other law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Department for such purposes, may be retained for the use of the ENGINEERING DIVISION; or, in case no money is due, the surety shall be held until such suits, actions, or claims have been settled and suitable evidence to that effect furnished to the Department.

#### **QUALIFICATION OF CONTRACTORS**

Contractors shall be qualified before plans and proposal documents will be provided for bidding. In general, contractors qualified by the State of Illinois' Department of Transportation to perform the work indicated in the proposal will be acceptable to the City of Peoria, Engineering Division; but, the City Engineer reserves the right to refuse to accept a bid from a State-qualified contractor and will state the reasons, in writing, for said refusal if requested by the contractor.

Contractors who have done similar work and improvements of similar size for the City in the past normally are qualified by their past performances.

Contractors not qualified as indicated above shall be required to submit a listing of jobs of a similar nature with an indication of the dollar value of said jobs and the person or company for whom the work was performed so that a check of the quality of the work can be made, as well as the performance and financial ability of the Contractor. The City Engineer will approve or disapprove the Contractor, and the decision shall be final. If desired by the Contractor, the City Engineer will provide the reasons for disapproving any Contractor from bidding on the proposed improvement.

#### **CONTRACTOR'S INSURANCE**

The Contractor shall not commence work under this project until the contractor has obtained 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 the subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the City of Peoria.

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

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

#### COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this project Worker's Compensation Insurance for all of the 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 the employees not otherwise protected, such as accident insurance, and any such insurance shall be approved by the City of Peoria.

#### PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

#### OWNER'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE INSURANCE

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

#### **AUTOMOBILE INSURANCE**

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

#### UMBRELLA COVERAGE

The Contractor shall take out and maintain during the life of the project such Umbrella or Excess Liability coverage as shall protect the contractor 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 Owner'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 Owner's Representative, and shall provide coverage consistent with ISO CG 20 26, and shall maintain the required coverages, naming the City of Peoria and the Owner's Representative as additional insured, for a period of not less than three years from the date the City of Peoria and Contractor execute an Agreement to Final Quantities.

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

The Contractor and all Subcontractors shall furnish the City of Peoria with satisfactory proof of insurance coverage. This shall include an A.M. Best "A" rating 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 Owner's Representative, its officers, directors, employees, agents, and Representative" are named as Additional Insured on a primary basis for liability arising out of the Contractor's operations."

Upon request 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.

#### **SUBSTANCE ABUSE PREVENTION PROGRAM**

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

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

#### **EXISTING UNDERGROUND FACILITIES**

The City of Peoria assumes no responsibility for the presence, specific size or location of underground distribution systems of the several public utility corporations. No responsibility for the protection of said underground systems will be assumed by the City of Peoria unless such protection is incidental to the protection of the municipally-owned property of the City of Peoria. If such protection is found to be necessary to water mains, gas mains, steam mains, underground electrical distribution systems, underground telephone circuit 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.

#### **COOPERATION WITH UTILITY COMPANIES**

It is understood and agreed that the Contractor has considered, in their bid, all the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience or damage sustained by the contractor due to any interference from the said utility appurtenances or the operations of moving them.

All telephone, cableway, gas, water and wire lines, within the limits of the proposed construction owned by various utility companies, are to be moved by the owners of the particular utility involved at the owner's expense.

#### **NOTIFICATION OF UTILITIES PRIOR TO CONSTRUCTION**

All utility companies must be notified by the Contractor, in writing, at least one (1) week in advance prior to starting construction on the City-wide program so that they will have adequate time to locate and mark their utility locations in the field and twenty-four (24) hours prior to commencing actual construction work. All utility companies must be notified so that they may have personnel on the job site to assist in locating their utility lines and avoid damage to their utilities. Specifically, Ameren ILLINOIS, Comcast Communications, AT&T, McLeod Communications and the Illinois-American Water Co., have requested that they be notified prior to the start of construction. A copy of the letter notifying the utility companies of the Contractor's intention to start work on the City-wide program must be received by the City before the Contractor will be permitted to start construction.

#### J.U.L.I.E. SYSTEM

The J.U.L.I.E. (Joint Utility Locating Information for Excavators) must be notified prior to starting construction, so that the respective utilities may have adequate time to locate and mark their underground facilities. Phone: 1-800-892-0123 or 811.

#### NOTIFICATION OF THE PUBLIC

The Contractor shall notify the property owners along the streets that will be under construction in writing a minimum of one week in advance of the start of construction. The Contractor shall notify the property owners in writing a minimum of three working days in advance of the removal of any driveway or alley. Submit the draft letters at the preconstruction meeting. The City must approve the letter prior to distribution to the public. Please allow at a minimum one week for City review. Coordinate with the City on when the letters will be distributed. The typed notification letter shall include at a minimum: the work schedule, no parking restrictions, property access information, and the contractor contact person's name, local phone number, and email address. The notification shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street.

The City will issue press releases based on the information provided by the contractor. Press releases will be issued 1-2 days in advance of the work. The Contractor shall provide press release information to the City a minimum of 2 days in advance of the work.

It is the responsibility of the Contractor to post "NO PARKING" signs at least one day in advance of work being started. If there are any vehicles that have to be towed the Contractor will first contact the City Police Dispatcher (309-494-8021) to get the name and address of the owner. If the owner lives in the area the Contractor will try to contact the owner directly and request that they move their vehicle. If the Contractor is unable to contact the owner to move the vehicle they will then contact the Chuck's Towing at 309-637-0425 and arrange to have a tow truck move the vehicle to the nearest out of the way location. The tow truck will be paid for by the City of Peoria. The Contractor will keep a log of all vehicles moved that lists the date, time and number they tried to contact the owner, the date and time the vehicle is moved, make and model of vehicle, license plate number, name of towing company, vehicle owner's name, the location the vehicle is towed from and the location the vehicle is towed.

#### **CERTIFIED PAYROLL REQUIREMENTS**

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

#### **PREVAILING WAGE PROVISION**

This contract is for the performance of "public works" as that term is defined by 820 ILCS 130/2.

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

These prevailing rates of wages are included in this contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this contract. It shall be the Contractor's responsibility to monitor the prevailing wages and adjust the payroll accordingly as soon as any rates are revised. The prevailing rates of wages are revised on a monthly basis 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 for July 2015**

(See explanation of column headings at bottom of wages)

Trade Name	RG TYP C		FRMAN M-F>8	OSA OSH		Pensn	Vac	Trng
ASBESTOS ABT-GEN	BLD		28.200 1.5	1.5 2.0				
ASBESTOS ABT-GEN	HWY		31.410 1.5	1.5 2.0				
ASBESTOS ABT-MEC	BLD		35.010 1.5	1.5 2.0				
BOILERMAKER	BLD		41.000 2.0	2.0 2.0				
BRICK MASON	BLD		33.880 1.5	1.5 2.0				
CARPENTER	BLD		33.130 1.5	1.5 2.0				
CARPENTER	HWY		34.950 1.5			15.81		
CEMENT MASON	BLD	28.050	29.800 1.5	1.5 2.0	7.500	15.65	0.000	0.500
CEMENT MASON	HWY	29.280	30.780 1.5	1.5 2.0	7.500	16.02	0.000	0.500
CERAMIC TILE FNSHER	BLD	29.890	0.000 1.5	1.5 2.0	8.600	10.05	0.000	0.580
ELECTRIC PWR EOMT OP	ALL		45.290 1.5	1.5 2.0	6.150	10.73	0.000	0.380
ELECTRIC PWR GRNDMAN	ALL	26.280	45.290 1.5			7.360		
ELECTRIC PWR LINEMAN	ALL	42.540	45.290 1.5	1.5 2.0	6.280	11.92	0.000	0.430
ELECTRIC PWR TRK DRV	ALL	27.560	45.290 1.5	1.5 2.0	5.830	7.720	0.000	0.280
ELECTRICIAN	ALL	34.820	37.320 1.5	1.5 2.0	6.500	11.68	0.000	0.800
ELECTRICIAN	BLD	34.820	37.320 1.5	1.5 2.0	6.100	11.43	0.000	0.400
ELECTRONIC SYS TECH	BLD	28.250	30.250 1.5			10.54		
ELEVATOR CONSTRUCTOR	BLD	41.690	46.900 2.0	2.0 2.0	13.57	14.21	3.340	0.600
GLAZIER	BLD	31.870	33.870 1.5	1.5 1.5	10.25	7.700	0.000	1.250
HT/FROST INSULATOR	BLD	43.350	45.850 1.5	1.5 2.0	11.47	12.36	0.000	0.720
IRON WORKER	BLD	32.190	34.090 0.0			13.91		
IRON WORKER	HWY	35.980	37.980 0.0			13.91		
LABORER	BLD	25.700	27.200 1.5	1.5 2.0	7.700	16.21	0.000	0.800
LABORER	HWY	29.160	30.660 1.5			17.47		
LABORER, SKILLED	BLD	26.100	27.600 1.5			16.21		
LABORER, SKILLED	HWY	29.460	30.960 1.5	1.5 2.0	7.700	17.47	0.000	0.800
LATHER	BLD	30.880	33.130 1.5			15.71		
MACHINERY MOVER	HWY	35.980	37.980 0.0			13.91		
MACHINIST	BLD	45.350	47.850 1.5			8.950		
MARBLE FINISHERS	BLD	29.890	0.000 1.5			10.05		
MARBLE MASON	BLD		32.900 1.5			10.05		
MILLWRIGHT	BLD	31.060	33.310 1.5			15.87		
MILLWRIGHT	HWY		35.310 1.5			15.95		
OPERATING ENGINEER			40.050 1.5			17.48		
OPERATING ENGINEER			40.050 1.5			17.48		
OPERATING ENGINEER			40.050 1.5			17.48		
OPERATING ENGINEER			41.150 1.5	1.5 2.0		18.23		
OPERATING ENGINEER			41.150 1.5	1.5 2.0		18.23		
OPERATING ENGINEER	HWY 3	31.030	41.150 1.5	1.5 2.0	7.250	18.23	0.000	3.000

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1.5 1.5 2.600 2.710 0.000 0.000
                      BLD
                            33.920 38.090 1.5
PAINTER SIGNS
                                               1.5 2.0 8.000 15.71 0.000 0.520
                      BLD
                            31.880 34.130 1.5
PILEDRIVER
                            33.700 35.950 1.5
                                               1.5 2.0 8.000 15.81 0.000 0.520
PILEDRIVER
                      HWY
                                               1.5 2.0 7.000 11.63 0.000 1.060
                     BLD
                            37.400 41.510 1.5
PIPEFITTER
                                               1.5 2.0 7.500 15.00 0.000 0.870
                            28.140 29.770 1.5
                     BLD
PLASTERER
                                               1.5 2.0 7.000 13.86 0.000 0.950
                            34.520 37.630 1.5
                     BLD
PLUMBER
                            30.580 32.110 1.5 1.5 2.0 8.450 7.220 0.000 0.250
                     BLD
ROOFER
                    BLD
                            32.430 34.050 1.5 1.5 2.0 9.120 15.55 0.000 0.780
SHEETMETAL WORKER
                                               0.0 0.0 9.490 13.91 0.000 0.000
                      HWY
                            35.980 37.980 0.0
SIGN HANGER
                            37.120 39.870 1.5
                                               1.5 2.0 8.420 8.500 0.000 0.350
                     BLD
SPRINKLER FITTER
                                               0.0 0.0 9.490 13.91 0.000 0.000
                      HWY
                            35.980 37.980 0.0
STEEL ERECTOR
                            32.380 33.880 1.5
                      BLD
                                               1.5 2.0 8.600 9.870 0.000 0.590
STONE MASON
                                          28,900 30.400 1.5
                                                               1.5 2.0 7.700
ALL
14.86 0.000 0.800
                            29.890 0.000 1.5
                                               1.5 2.0 8.600 10.05 0.000 0.580
TERRAZZO FINISHER
                      BLD
                                               1.5 2.0 8.600 10.05 0.000 0.580
TERRAZZO MASON
                      BLD
                            31.650 32.900 1.5
                    BLD 31.650 32.900 1.5
ALL 1 33.000 36.550 1.5
TILE MASON
                                               1.5 2.0 8.600 10.05 0.000 0.580
TRUCK DRIVER
                                               1.5 2.0 11.10 5.230 0.000 0.250
                    ALL 2 33.480 36.550 1.5 1.5 2.0 11.10 5.230 0.000 0.250
TRUCK DRIVER
                      ALL 3 33.700 36.550 1.5
                                               1.5 2.0 11.10 5.230 0.000 0.250
TRUCK DRIVER
Trade Name
                  RG TYP C Base
                                   FRMAN M-F>8 OSA OSH H/W
                                                             Pensn Vac Trng
ALL 4 34.010 36.550 1.5 1.5 2.0 11.10 5.230 0.000 0.250
TRUCK DRIVER
                     ALL 5 34.900 36.550 1.5
                                               1.5 2.0 11.10 5.230 0.000 0.250
TRUCK DRIVER
                                               1.5 2.0 11.40 5.440 0.000 0.250
TRUCK DRIVER
                      O&C 1 27.280 30.220 1.5
                                               1.5 2.0 11.40 5.440 0.000 0.250
TRUCK DRIVER
                    O&C 2 27.680 30.220 1.5
                   0&C 2 27.860 30.220 1.5
0&C 4 28.110 30.220 1.5
0&C 5 28.850 30.220 1.5
                                               1.5 2.0 11.40 5.440 0.000 0.250
TRUCK DRIVER
TRUCK DRIVER
                                               1.5 2.0 11.40 5.440 0.000 0.250
                                               1.5 2.0 11.40 5.440 0.000 0.250
TRUCK DRIVER
TUCKPOINTER
                      BLD
                            32.380 33.880 1.5
                                               1.5 2.0 8.600 9.870 0.000 0.590
Legend: RG (Region)
TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)
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33.650 35.650 1.5

ALL

1.5 1.5 10.30 8.200 0.000 1.350

#### **Explanations**

PAINTER

#### 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 acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in 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.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### 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 on-the-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, four 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 similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-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 Drum); Draglines; 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(selfpropelled); 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.

#### PROTECTION OF THE PUBLIC

In general, protection of the public shall be in accordance with Chapter 26, Article V of the Code of the City of Peoria, Illinois entitled "Excavation Generally," except that Sections 26-139, 26-140, 26-141 and 26-142 shall not apply.

Barricades, warning signs, and other devices shall be maintained as provided for by the City Code herein referred. The cost of any signs, barricades, or warning devices required to adequately accomplish partial or complete closure of streets shall be incidental to the contract and no additional compensation will be allowed.

#### TRAFFIC CONTROL & PROTECTION

Unless written permission is given by the City for a full closure, only one side of the road may be closed at a time. Full closures needed should be identified and discussed at the preconstruction meeting. If permission is given for a full closure, the Contractor is responsible for notifying Emergency Services a minimum of 48 hours in advance of the work. The contractor is responsible for written notification to the property owners a minimum of one week in advance of the work and 48 hours in advance of the work and coordinating access for property owners.

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 "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. This item is incidental to the contract and no additional compensation shall be allowed.

Special attention is called to Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction," applicable "Recurring Supplemental Specifications and Special Provisions" and the following Highway Standards relating to traffic control:

#### (701301-04; 701501-06; 701601-08; 701602-06; 701606-08; 701701-08; 701801-05; & 701901-02)

When construction operations require the closure of one lane, except turn lanes, the closure of said lane shall require the use of the specified arrow board per Standard 701901-02. The work shall be performed as directed by the Owner's Representative.

Traffic movement should be inhibited as little as practical. Motorists should be guided in a clear and positive manner while approaching and traversing construction work areas. To ensure acceptable levels of operation, routine inspection of traffic control elements should be performed. The Contractor will be required to inspect and initiate any needed maintenance to the traffic control devices on this contract. All traffic control devices shall be removed immediately when no longer

needed. Construction equipment, materials and debris should be stored in such a manner as to not be vulnerable to vehicle impact, as directed by the Owner's Representative.

The Contractor is expected to maintain a minimum of one lane open to traffic at all times for traffic. The roadway may be closed for short periods in order to offload materials. However, this operation must take place with proper traffic control signage and/or flagmen as noted in the traffic control standards contained herein. Roadway closures, regardless of duration must be coordinated with City of Peoria Police and Fire Departments. It is absolutely necessary that one lane of roadway can be used by fire, police, and other emergency vehicles at all times under all weather conditions.

The Contractor shall, at all times, maintain a means for sidewalk traffic to detour the job. The Contractor shall also provide a minimum of interference to vehicular traffic and shall maintain barricades and warning signs as provided by the "Standard Specifications for Road and Bridge Construction."

The Contractor will be responsible for scheduling their operations to provide access to all businesses located along the improvement that have current access to the street. No less than one entrance to each commercial parking lot or building shall remain open at all times during construction.

The Contractor will be responsible with scheduling garbage pickup in the neighborhoods.

Non-Conformance: If the Contractor fails to comply with the above conditions, the Owner's Representative may suspend the Contractor's work until the Contractor is in compliance with the above conditions.

#### ITEMS DESIGNATED FOR REMOVAL AND EXCAVATION

All removal items and excavated material remain the property of the City of Peoria unless the City indicates a desire to the Contractor that they should dispose of the removed items and/or excavated material outside the limits of the improvement as the Contractor may provide. Should the City desire to keep the removed items and/or excavated material and have it disposed of at a location outside the improvement limits, the Contractor shall haul to the City's designated disposal site, at no additional cost to the City, providing the disposal site is within the limits of the City of Peoria.

#### <u>SALVAGING EXISTING MATERIALS</u>

All existing municipally owned items (street castings, millings, pavement brick, etc.) in usable condition within the limits of the improvement shall, if not required for further use in the construction of the improvement, be carefully preserved by the Contractor. Sidewalk brick shall not be considered pavement brick and the contractor will have the salvage rights to the sidewalk brick removed. Contractor shall delivered salvaged items to the Darst Street facility or as directed by the City. Coordinate with the City for the exact location

The cost of salvaging and hauling existing salvaged items shall incidental to the contract.

#### **SALVAGING MILLINGS**

All millings shall be kept clean and free from debris. Millings shall remain the property of the City.

The Contractor shall deliver the millings to the City at the Darst St facility or as directed by the City.

#### **CITY SIGNS**

The contractor, at their own expense, shall be required, as directed by the Engineer, to relocate or remove and reinstall all street, traffic, parking, etc. signs belonging to the City within the limits of the improvement. All signs which interfere with construction operations shall be removed, stored in a place away from work, and replaced by the contractor after the improvement has been completed if they are not required for traffic control. Signs which are required for traffic control shall be reinstalled at a temporary location acceptable to the Engineer, in a workmanlike manner, visible to traffic, and maintained straight and neat for the duration of the temporary setting. Signs shall not be moved until progress of the work demands the relocation. The cost of this item shall be included in the contract unit price bid for the item of work which necessitated the removal.

#### **CONSTRUCTION DEBRIS**

In accordance with Public Act 90-761 the following shall be added to the third paragraph of Article 202.03 of the "Standard Specifications for Road and Bridge Construction:"

The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years.

A sample of a Construction Debris Manifest has been placed at the back of this contract book, for use in documenting any debris removed from the site. This documentation shall be included in applicable item of construction and shall not be paid for separately.

#### DAMAGE TO EXISTING TREES

All necessary precautions shall be taken to prevent damage to existing trees. Roots of two inch (2") diameter or more shall not be severed. Precautions shall be taken to prevent damage to the bark, branches and foliage of existing trees by machinery or other means. Any damage shall be corrected as directed by the City at the expense of the Contractor.

#### **GUARANTEE PERIOD**

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

# **BYRT 3-SPECIAL PROVISIONS**

#### STATE OF ILLINOIS CITY OF PEORIA Special Provisions

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids, the "Standard Specifications for Traffic Control Items," adopted April 1, 2016 and the "Supplemental Specifications and Recurring Special Provisions", adopted April 1, 2016, included herein which apply to and govern the construction of the STENNING DRIVE RECONSTRUCTION project, in the City of Peoria, Peoria County, and in case of conflict with any part of said specifications, the said Special Provisions shall take precedence and shall govern.

#### **MEASUREMENT METHODS**

Pay items shall be measured in accordance with the City of Peoria Manual of Practice and the IDOT standard specifications and as modified in these specifications.

#### **EROSION CONTROL**

The Contractor shall install erosion control systems as necessary or as directed by the Engineer to prevent sediment from entering the City's storm drainage system or exiting the construction area. Erosion control systems shall be installed as necessary or as directed by the Engineer prior to stockpiling of material on the project site. The Contractor shall be responsible for the cost of cleanup and damages resulting from failure to comply with this provision. This work shall be considered incidental to the affected items of work and no additional compensation will be allowed.

The Contractor shall sweep and return to the work site any soil tracked onto the street by the end of the workday or before four (4) hours has elapsed, whichever is sooner. This work shall be considered incidental to the affected items of work and no additional compensation will be allowed.

#### **UNDERGROUND CONDITIONS**

Unless provided within these Specifications, information about underground conditions within and near the area of work has not been obtained by the Engineer or City. The Contractor shall either determine the underground conditions near the proposed construction or repair locations and determine the effect of such conditions upon the proposed work. The Contractor shall assume all risks and accept all costs attributable to unknown and unforeseen underground conditions. Underground conditions such as the presence of underground obstructions or poor soil conditions shall not be a basis for claims for additional compensation.

#### **SAWCUTTING**

Sawcutting shall be required at all removal limits unless otherwise approved by the Engineer. This shall be considered incidental to the item of construction involved and no additional compensation will be allowed.

#### PAVEMENT REMOVAL

This work shall consist of the removal of pavement at the locations shown on the plans and as directed by the Engineer. This work shall be done in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction." Payment for removal and replacement will not be

allowed for items removed beyond the limits of construction or those items damaged needlessly by the contractor. The cost of sawing pavement where noted or directed by the engineer shall by incidental to the item of work

This work will be paid for at the contract unit price per SQUARE YARD for PAVEMENT REMOVAL which shall include saw cutting, removing and disposing of said structure, all labor, tools, materials and equipment necessary to complete this work as specified.

#### SIDEWALK REMOVAL

This work shall consist of the removal of sidewalk at the locations shown on the plans and as directed by the Engineer. This work shall be done in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction." Payment for removal and replacement will not be allowed for items removed beyond the limits of construction or those items damaged needlessly by the contractor. The cost of sawing payment where noted or directed by the engineer shall by incidental to the item of work.

This work will be paid for at the contract unit price per SQUARE FOOT for SIDEWALK REMOVAL; which shall include saw cutting, removing and disposing of said structure, all labor, tools, materials and equipment necessary to complete this work as specified.

#### **UNDERCUTTING SUBBASE**

This item shall be done in accordance with Section 202 of the Standard Specifications only after receiving approval of the engineer. The Contractor must first satisfy the Engineer that they have made every effort to stabilize the subgrade in accordance with the methods outlined in Article 301.03 before requesting approval to proceed with any subgrade replacement. Contractor must use the appropriate type of equipment to process the subgrade, as specified in Article 301.04(b) of the Standard Specifications.

At the locations approved by the Engineer for subgrade removal, this item shall be paid for at the contract unit price per CUBIC YARD for UNDERCUTTING SUBBASE.

#### **GEOTECHNICAL FABRIC FOR BASE REPAIR**

This item shall be done in accordance with the applicable portions of Section 210 of the Standard Specifications. The work shall include the furnishing and installing the fabric on the subgrade at locations designated by the Engineer. This item has been provided in the event some areas in the subgrade require stabilization. This item shall be paid for at the contract unit price per square yard for Geotechnical Fabric for Base Repair. The granular blanket for this item shall be Aggregate Base Course, CA-6.

The Geotechnical Fabric shall be a woven fabric, equal to Amoco 2006, TNS W300, LINQ GTF 300, SYNTHETIC INDUSTRIES GEOTEX 315ST or TC MIRAFI 600X, and shall meet the following requirements:

Physical Property

Grab Tensile Strength (lbs) – ASTM D 4632

300

Grab Elongation @ Break (%) – ASTM D 4632	15
Burst Strength (psi) – ASTM D751	600
Trapezodial Tear Strength (lbs) – ASTM D 4533	120
Water Flow Rate (GPM/SF) – ASTM D 4491	4

Above values to be minimum average roll values. If unusual or abnormal conditions exist, a different fabric may be required, as **suggested** by the Engineer. If a different fabric is required, a cost adjustment may be considered. Prior to installation, the Contractor shall submit, to the Engineer, a Physical Property Sheet for the type of fabric he or she intends to use.

#### AGGREGATE BASE COURSE, TYPE CS-01

This work shall consist of furnishing all labor, equipment, and material for the installation of Aggregate Base Course, Type CS-01, in accordance with Section 351 of the Standard Specifications, except as modified by attached BDE Special Provision "Aggregate Subgrade Improvement" and as modified herein. The coarse aggregate gradation shall be CS-01.

This work will be paid for at the contract unit price per SQUARE YARD for AGGREGATE BASE COURSE, TYPE CS-01.

#### AGGREGATE BASE COURSE, TYPE B, CA-6

This work shall consist of furnishing all labor, equipment, and material for the installation of Aggregate Base Course, Type CA- 6, in accordance with Section 351 of the Standard Specifications, except as modified herein.

This work will be paid for at the contract unit price per SQUARE YARD for AGGREGATE BASE COURSE, TYPE CA-6.

#### **CURING COMPOUND**

This item shall be furnished and applied in accordance with Article 1020.13 of the "Standard Specifications" except as herein provided. Curing Compound shall be applied to all exposed Portland Cement Concrete Surfaces. This work will not be paid for separately but shall be included in the cost of the concrete item.

#### **CONCRETE FIBERS**

The contractor may use micro-fibers in lieu of the welded wire mesh. The micro-fibers and dosage rate shall be approved by the engineer prior to use. The dosage rate shall meet the recommendations of the supplier. The micro-fibers shall be supplied by an IDOT approved supplier of synthetic fibers. Concrete fibers will not be paid for separately but shall be included in the cost of the concrete item.

#### TIE BARS & DOWEL BARS

All tie bars required for sidewalk, curb, or pavement will not be paid for separately but included in the cost of the item the tie bars are required for. Any dowel bars required will not be paid for separately but included in the cost of the concrete item.

#### P.C.C. BASE COURSE

This work shall consist of furnishing all labor, equipment, and material for the installation of Portland Cement Base Course of the depth specified, in accordance with Section 353 of the Standard Specifications, except as modified herein.

This work will be paid for at the contract unit price per SQUARE YARD for PCC BASE COURSE, 5"

#### HOT MIX ASPHALT BINDER COURSE AND SURFACE COURSE

This work shall consist of furnishing all labor, equipment, and material for the installation of hot-mix asphalt binder and surface courses of the type and depth specified, in accordance with Section 406 of the Standard Specifications, except as modified herein.

The Hot-Mix Asphalt Binder Course, IL-19.0, N50 and Hot-Mix Asphalt Surface Course, Mix D, N50 shall be compacted to the satisfaction of the City of Peoria.

The hot-mix asphalt surface course shall be placed in a continuous paving operation at all times, No interruptions for side roads, entrances, etc. will be allowed.

This work will be paid for at the contract unit price per TON for HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 of the depth specified and the contract unit price per TON for HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50 of the depth specified.

#### **BITUMINOUS MATERIALS (PRIME COAT)**

This work will be performed in accordance with Section 406.05(b)(1) of the "Standard Specifications for Road and Bridge Construction" and City Standards.

The application rate shall be as follows:

Base Bid: 0.05 lb/sy between HMA Binder Course and HMA Surface Course Alternate Bid: 0.05 lb/sy between PCC Base Course and HMA Surface Course

This work will be paid for at the contract unit price bid per POUND for BITUMINOUS MATERIALS (PRIME COAT) which shall include all labor, tools and equipment necessary to complete this work as specified.

#### P.C.C. SIDEWALK, 4"

This work will be performed in accordance with Section 424 of the "Standard Specifications for Road and Bridge Construction" and City Standards.

The method of measurement shall be the total exposed surface area of the walk in square feet for each property.

This work will be paid for at the contract unit price bid per SQUARE FOOT for P.C.C. SIDEWALK, 4"., which shall include all labor, curing compound, tools and equipment necessary to complete this work as specified.

#### **DECORATIVE BLOCK RETAINING WALL**

This work shall consist of the construction of a modular block wall (Allan Block, Keystone or approved equal) at the location shown on the plans. The modular block wall shall be installed as per manufacturer's recommendations.

This item shall be paid for at the contract unit price per SQUARE FOOT for "DECORATIVE BLOCK RETAINING WALL", which price shall include all labor, equipment, materials and incidentals necessary to complete the work.

#### COMBINATION CONCRETE CURB AND GUTTER (SPECIAL)

This work shall consist of sawcutting and/or removing and replacing the existing curb and gutter located at the ADA locations. Existing curb and gutter with non-standard ADA depressions shall be removed and replaced. Existing full-height curb and gutter may be sawcut to allow for ADA ramps.

The removal work will be performed in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction" and the replacement work will be performed in accordance with Section 606 of the "Standard Specifications for Road and Bridge Construction" and City Standards.

This work will include removal, replacement and sawcutting the curb at the locations shown on the plans and will be paid for at the contract unit price per FOOT for COMBINATION CONCRETE CURB AND GUTTER (SPECIAL)".

#### **DETECTABLE WARNINGS**

This work shall consist of a 24-inch strip of the Federal Standard color 30166, brick red, as its standard of detectable warning in the direction of travel and shall extend the full width of the curb ramp or flush surface. This work shall conform to the details given in the plans and in accordance with Section 424 of the "Standard Specifications for Road and Bridge Construction".

Detectable warnings shall be installed at all designated ADA ramps per the appropriate IDOT curb ramp standard.

The following will be the acceptable construction techniques.

- Cast-in-Place truncated dome ramps must be formed with a rigid mold. Every area of the tool
  shall be tamped directly above the stamp to form a uniform appearance. The concrete used
  shall be Class X (SI) concrete that has the Federal Standard color 30166, brick red, the entire
  depth. Broadcasting brick red dye or painting the sidewalk brick red will not be acceptable
  methods.
- 2. DetecTile PFC Composite truncated dome panels. Panels must be the Federal Standard color 22144, brick red. Panels shall be placed within the Class X (SI) concrete. They shall have a minimum of four anchors per ceramic panel to secure the panels to the concrete ramp.
- 3. Armor-Tile Tactile Systems manufactured Diamond-Hard Vitrified Polymer truncated panels. Panels must be the Federal standard color 22144, brick red.

4. Pre-Cast concrete truncated dome ramp panels. The panels shall be a minimum of 2-inches thick with the entire depth consisting of Class X (SI) concrete that is Federal Standard color 22144, brick red. The pre-cast panels shall have wire mesh or fiber mesh reinforcement. Tapered edges or holes so that dowel reinforcement rod can be placed within the insert shall be acceptable methods. These shall be placed before placing the rest of the ramp so that they are tightly secured into place.

Final determination of acceptability shall be the responsibility of the construction engineer.

## THESE FOUR METHODS ARE THE ONLY ACCEPTABLE MEANS FOR TRUNCATED DOME RAMPS WITHIN THE CITY OF PEORIA.

Detectable Warnings will be paid for at the contract unit price per square foot of surfacing, which shall include all labor, tools, materials and equipment necessary to complete the work as specified.

#### SIDEWALK RAMPS FOR THE DISABLED

Sidewalk ramps shall be constructed per ADA requirement. Details of ramps are per Highway Standard 424001-08, 424006-02 and 424016-02. Any variation in the shape of curbs and sidewalk or needed landscaping of dirt at a corner to accommodate ramps for the handicapped shall not be paid for separately, but shall be considered incidental to the item of construction involved.

This work will be paid for at the contract unit price per SQUARE FOOT of P.C.C. COMBINATION CURB & SIDEWALK, 4" or P.C.C. SIDEWALK 4".

Any side curb poured integrally with a ramp will be paid for at the contract unit price per SQUARE FOOT OF P.C.C. COMBINATION CURB & SIDEWALK 4"; The square footage will not include the exposed vertical surface areas of the side curbs.

Detectable warnings will be paid for at the contract unit price per SQUARE FOOT. There shall be a minimum of four inches of concrete placed below the panels.

#### TEMPORARY MAILBOX RELOCATION

This item of work consists of providing temporary mailboxes and newspaper receptacles at two locations for 18 mailboxes along Stenning Drive. Each existing mailbox is on a post in combination with a newspaper receptacle. The existing mailboxes shall remain in place since no work is being performed behind the existing curb and gutter. Contractor shall provide temporary mailboxes and newspaper receptacle at two locations. Contractor shall also provide appropriate house numbers on the mailboxes. Prior to installing the temporary mailboxes, the Contractor shall contact the U.S. Post Office in Peoria for approval of the temporary location.

Contractor shall replace mailboxes that are damaged during construction.

After the project is completed, the Contractor shall remove the temporary mailboxes.

Payment for this item shall be at the contract unit price per lump sum for Mailbox Relocation, which price shall include all labor, equipment and materials necessary.

#### AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1,2012 Revised: April 1,2016

Add the following Section to the Standard Specifications:

#### "SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

- **303.1 Description.** This work shall consist of constructing an aggregate subgrade improvement.
  - **303.2** Materials. Materials shall be according to the following.

- Note 1. Crushed RAP, from either full depth or single **lift** removal, may be mechanically blended with aggregate gradations CS 01, CS 02, and RR 01 but shall not exceed 40 percent of the total product. The top size of the RAP shall be less than 4 in. (100 mm) and well graded.
- Note 2. RAP having 100 percent passing the 1 1/2 in. (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradations CS 01, CS 02, or RR 01 are used in lower lifts.
- Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- **303.3 Equipment.** The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer.
- **303.4 Soil Preparation.** The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.
- **303.5 Placing Aggregate.** The maximum nominal lift thickness of aggregate gradations CA 02, CA 06, or CA 10 shall be 12 in. (300 mm). The maximum nominal lift thickness of aggregate gradations CS 01, CS 02, and RR 01 shall be 24 in. (600 mm).
- **303.6** Capping Aggregate. The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When the contract specifies that a granular subbase is to be placed on the aggregate subgrade improvement, the 3 in. (75 mm) of capping aggregate shall

be the same gradation and may be placed with the underlying aggregate subgrade improvement material.

- **303.7** Compaction. All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.
- 303.8 Finishing and Maintenance of Aggregate Subgrade Improvement. The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.
- **303.9 Method of Measurement.** This work will be measured for payment according to Article 311.08.
- **303.10 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified."

Add the following to Section 1004 of the Standard Specifications:

- " 1004.07 Coarse Aggregate for Aggregate Subgrade Improvement. The aggregate shall be according to Article 1004.01 and the following.
  - (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. In applications where greater than 24 in. (600 mm) of subgrade material is required, gravel may be used below the first 12 in (300 mm) of subgrade.
  - (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
  - (c) Gradation.
    - (1) The coarse aggregate gradation for total subgrade thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 01.

The coarse aggregate gradation for total subgrade thickness more than 12 in. (300 mm) shall be CS 01 or CS 02 as shown below or RR 01 according to Article 1005.01(c).

	COARSE AGGREGATE SUBGRADE GRADATIONS							
C 1NI-	Sieve Size and Percent Passing							
Grad No.	8" 6" 4" 2" #4							
cs 01	100	$97 \pm 3$	$90 \pm 10$	$45 \pm 25$	$20 \pm 20$			
cs 02		100	$80 \pm 10$	$25 \pm 15$				

	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)							
Grad No. Sieve Size and Percent Passing								
Grad No.	200 mm   150 mm   100 mm   50 mm   4.75 mm							
cs 01	100 $97 \pm 3$ $90 \pm 10$ $45 \pm 25$ $20 \pm 20$							
cs 02		100	$80 \pm 10$	$25 \pm 15$				

(2) The 3 in. (75 mm) capping aggregate shall be gradation CA 6 or CA 1O."

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# **FEOREMENTS BY 4- EOREMENTS**

#### EEO CONTRACT COMPLIANCE CLAUSE

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

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

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

- (1) Cancel, terminate, or suspend the contract in whole or in part;
- (2) Declare the contractor ineligible for further contracts for one calendar year;
- (3) The Fair Employment and Housing Commission (hereinafter FEHC), in accordance with its rules and regulations, shall have the power to impose a penalty upon any Contractor failing to comply with Chapter 17 in an amount not less than \$50.00; nor more than as provided in Chapter 1, Section 1-5 of the municipal code, for each day that the Contractor fails to comply, upon a specific finding of such violation. The FEHC may order a Contractor found guilty of failure to comply with the provisions of Chapter 17 to pay all or a portion of the legal costs incurred by the city as a result of prosecution of such violations. Penalties assessed under 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 may from time to time be requested the EOO and/or the FEHC.
- (H) That it will permit access to all relevant books, records, accounts and work sites by EOO staff members for purposes of investigation to ascertain compliance with Chapter 17.
- (I) That it will include verbatim or by reference the provisions of Section 17-120 of Chapter 17 so that such provisions will be binding in the same manner as with other provisions of this contract. The Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further, it will promptly notify the EOO and/or FEHC in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any subcontractor declared by the EOO and/or FEHC to be non-responsive and therefore, ineligible for contracts or subcontracts with the City of Peoria.

- (J) That during the performance of this contract, the Contractor agrees: that it will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment utilizing examples; (iv) the contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act (Public Act 87-1257). A copy of the policies shall be provided to the Illinois Department of Human Rights or the City of Peoria upon request.
- (K) That during the performance of this contract, the Contractor agrees that they do not and will not maintain or provide for their employees, any segregated facilities at any of their establishments, or permit employees to perform their services at any location under their control where segregated facilities are maintained.

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

## 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 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. 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 emails 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. 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 emails 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.
  - a. 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.
  - b. 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:
  - a. A narrative describing the Bidder's good faith efforts to secure M/WBE participation prior to bid opening.
  - b. 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.
    - a. Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (A)(b) 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).
    - b. 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.
    - c. If an M/WBE subcontracts a portion of its work to an M/WBE, 100% of the value of the subcontracted work may be counted toward the M/WBE goal, but any portion of the work the M/WBE subcontracts to a non-M/WBE does not count toward the M/WBE goal.
  - B. When an M/WBE participates in a joint venture on a City contract, only count the dollar value of the portion of the work that the M/WBE performs with its own forces toward M/WBE goals.
  - C. Count expenditures to an M/WBE contractor toward M/WBE goals if, and only if, the M/WBE is performing a commercially useful function on that contract.
    - a. 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.
    - b. 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.

- c. 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.
- d. When an M/WBE is presumed the City of Peoria not to be performing a commercially useful function as provided in paragraph (C)(c) of this section, the M/WBE may present evidence to rebut this presumption. Your rebuttal is subject to review by the City of Peoria.
- D. Use the following factors in determining if an M/WBE trucking company is performing a commercially useful function:
  - a. 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.
  - b. The M/WBE trucking company must own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - c. 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.
  - d. 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.
  - e. 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.
  - f. 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.

- E. Count expenditures with M/WBEs for materials and supplies toward M/WBE goals in the following manner:
  - a. 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 (e)(a), 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.

b. 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.

- i. 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.
- ii. 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 (E)(b), 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.
- iii. Packagers, brokers, manufacturers' Representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of the paragraph (E)(b).
- **c.** 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 agrees 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 upon request.
- B. All information will be provided through ePrismSoft, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Peoria. To activate access, the General Contractor and subcontractors must contact Human Capital Development at webnfo@eprismsoft.com 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:
  - a. Declare the Apparent Low Bidder non-responsive and therefore ineligible for contract award.
  - b. Declare the Apparent Low Bidder ineligible for further contracts for a calendar year.
  - c. 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



#### MINORITY AND FEMALE WORKFORCE UTILIZATION

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

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

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



#### **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.

# **VbbENDIX V**

# **EEO INFORMATION**



#### 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="https://www.peoriagov.org/equal-opportunity/minority-and-women-business-enterprise-mwbe-directory/">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 or renew a number, an Employer Report Form CC-1, a copy of your company's sexual harassment policy statement, if a first time applicant and a Fifty-dollar (\$50.00) processing fee must be submitted to the City of Peoria. Go to the City's website at <a href="www.ci.peoria.il.us/equal-opportunity-forms">www.ci.peoria.il.us/equal-opportunity-forms</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.

# **CONTRACT DELIVERABLES**



### CITY OF PEORIA SUBCONTRACTOR PAYMENT FORM

PRIME CONTRACTOR	PROJECT	
Name:	Name:	
Address:	Pay Estimate No:	
Phone:	Percent Complete:%	
Contact Person:	Work Period:to	
INSTRUCTIONS: Complete the table below. If addition	nal space is needed attach extra pages as needec	I and included all informa
isted in the table below; along with project name and prim	ne contractor.	
Subcontractor (Name)	Payment Amount	Payment Type (F-full/ P-partial)
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	,,,
Total Payment Amount for Work Completed	\$	
This form is to verify the work completed and the amount pay for perjury or foldification, the undersigned comification	paid to a subcontractor utilized on the above lis	ted project. Under penalt
This form is to verify the work completed and the amount paw for perjury or falsification, the undersigned certifies the	paid to a subcontractor utilized on the above lis at the payment reported herein was made to the	ted project. Under penalt
This form is to verify the work completed and the amount part aw for perjury or falsification, the undersigned certifies the	paid to a subcontractor utilized on the above lis at the payment reported herein was made to the	ted project. Under penalt subcontractors listed.
This form is to verify the work completed and the amount paw for perjury or falsification, the undersigned certifies the	paid to a subcontractor utilized on the above lis at the payment reported herein was made to the	ted project. Under penalt subcontractors listed.
This form is to verify the work completed and the amount paw for perjury or falsification, the undersigned certifies the	paid to a subcontractor utilized on the above lis at the payment reported herein was made to the	ted project. Under penalt subcontractors listed.



#### CITY OF PEORIA MONTHLY WORKFORCE ANALYSIS

Check appropriate status  Contractor Subcontractor	Month Ending	
Name:		
Address:		
Contact Person:	Phone:	
Project:		
Date Work Started	Percent Complete:	0/2

		nber of	Emplo	yees						f Employ	ment		<b></b>	
Job Categories	Total # of Employee Total Minorities			African Asian/Pacific American Islander		American Indian/Alaskan Native		Hispanic		White				
	M	F	M	F	M	F	M	F	M	F	M	F	M	
Foremen														
Electricians														
Glaziers														
Iron Workers														
Laborers												_		
Teamsters														
Millwrights														
Pipe Fitters														
Plumbers														
Plasterers														
Painters														
Roofers														
Operating Engs														
Tile Layers														
Sheet Metal Wkrs														
TOTALS														

Instructions: The total number of hours worked on the project (Hours of Employment), and the total number of individuals working on the project during the reporting period (Number of Employees) should be submitted on this form to the Project Resident Engineer every month. Each contractor and subcontractor should submit with this form certified payroll records for the period covered. The prime contractor is responsible for securing and submitting with his/her report, reports from all subcontractors.



### CITY OF PEORIA NOTIFICATION OF CHANGE IN PARTICIPATION

Type of Change	Date:
Subcontractor. Complete Part 1	
Self-Performance. Complete Part 2	
PRIME CONTRACTOR	PROJECT
Name:	Name:
Address:	Tione.
Phone:	
	PART 1
If changing from previously identified subcontractor to anot	other, complete both From and To.
From Name	To Name
Address	Address
DI .	ni
Phone	Phone Status MBE WBE Non-M/WBE
Phone Status MBE WBE Non-M/WBE	Status MBE WBE Non-M/ WBE
Contract Amount Yes No	
Describe change	
Reason for Contractor Change	
	PART 2
Complete if deviating from intent to self-perform.	
Drive Contractor will be set bire another contractor of	
Prime Contractor will have to hire another contractor to per	form work Yes No
Change was due to Emergency Non-Emerge	anov
Explain Situation	nicy
Explain Studion	
Describe good faith efforts to utilize M/WBE	
Name of added Contractor	
Address	
Phone	
Status MBE WBE Non-M/WBE	Contract Amount
Scope of Work	
	· <del>······</del>
Signed:	
Contractor	Title

# **MISCELLANEOUS**



# CITY OF PEORIA SAMPLE CONTRACT

			ered into thisorporation, Par	day o		<u> </u>	, 20	1, by and be	tween the City o
Party	of	The	Second	Part	for	the	improvement ;	known	as the
and perfo The Seco	rmed by tl nd Part ag	ne Party of strees with s	the First Part, a aid Party of Th	nd according ne First Part,	g to the terr at his/her/t	ns express their own p ntained in s	mentioned in the proped in the bond referring proper cost and expensal proposal, and in for	ng to these pres	sents, the Party o and deliver all the
maintenar contracto	nce bond a r shall not n or to it o	are compon assign, tran	ent parts of thi	s contract an r otherwise d	id shall be ispose of th	deemed a	roposal, bid, specific part hereof. It is also t, or his/her right to e the City Manager of	understood ar xecute it, or his	nd agreed that the s/her right, title o
THE CO City of Poindirectly the SERVICE occurred, other con bidding of	eoria, that is, any City VICE PRO tation or c E PROVII the penal tract(s) be or being av	COR (herein, for a periodemployee of DVIDER for completion of DER further ty imposed, tween the Covarded future of the covarded future.	od of one (1) your official who was performance of this contract; acknowledge, at the sole discitly of Peoria aure contracts w	o as "SERVI ear following was involved of this con g or (3) moni s and agrees scretion of th and the SERVI ith the City	CE PROV g completion, directly of ttract; (2) of toring or d that, upon e City, ma VICE PROV of Peoria f	IDER") agon of this cor indirectly coordinating the City's y include of the City's of	grees, as a condition of contract, it shall be provined in: (1) the selection age the efforts of the the performance of the selection that a cone or more of the following disqualification of the dof two [2] years; a DOLLARS (\$25,000.	ohibited from land/or recomm SERVICE Properties SERVICE In violation of the SERVICE Ind/or (3) payments.	hiring, directly of endation to select ROVIDER in the PROVIDER. The his provision has neellation of any PROVIDER from
THE CIT	Y OF PEC	ORIA EECOND P.	-	ive executed			date above mentioned	_	
BY:ATTEST		Clerk			·		m or officer of corpo		
EXAMIN	IED AND	APPROVE	(seal)			<u>-</u>		_(seal)	
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(Party of	the second	l part)	(3cai	• •					



## <u>CITY OF PEORIA</u> SAMPLE PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That I/we	
an individual, of	
a co-partnership, of	
a corporation organized under the laws of the State of _	
as Principal, and	
a corporation organized and existing under the laws of the authority to do business in the State of Illinois, as Surety	he State of with y, are held and firmly bound unto the City of
Peoria, Peoria County, State of Illinois, in the (\$) lawful money of the U Peoria for the payment of which we bind ourselves, our jointly, severally, and firmly by these presents.	e penal sum ofDollars nited States, well and truly to be paid unto said City of heirs, executors, administrators, successors, and assigns,
THE CONDITION OF THE FOREGOING OBLIGATI	ONS IS SUCH that whereas, the said Principal
	TENNING DRIVE RECONSTRUCTION in accordance hereby referred to and made a part hereof as if fully set
truly keep, do and perform, each and every, all and sing specified to be by said Principal kept, done and performe or shall pay over, make good and reimburse the City of P	such, that if the above bounden Principal shall well and rular, the matters and things in said contract set forth and d, at the times and in the manner in said contract specified, eoria, all loss and damage which it may sustain by reason do, then this obligation shall be null and void; otherwise
IN WITNESS WHEREOF, we have duly executed the f	oregoing Obligation this day of
FOR THE CITY OF PEORIA	Principal
EXAMINED AND APPROVED:	
Corporation Counsel	Sureties

STATE OF	) SS				
COUNTY OF)	, 55				
I,		, a Notary	Public in and f	or said County, ir	ı the
State aforesaid, do hereby certify that					,
who is personally known to me to be	the same po	erson who signed	the above fore	going instrument	as the
Attorney in Fact forappeared before me this day in person		· ·	Ū		,
Attorney in Fact, as the free and volume forth, and that he/she executed the said	itary act of		cipal for the use	es and purposes th	erein set
Given under my hand and Notarial Se	al, this	day of		, 201	
			Notar	ry Public	



## **CONSTRUCTION DEBRIS MANIFEST**

	Ticket No.:				
	Contract No.:_				
Generator:					
Hauler:	Truck				
No.: Description of Material:					
Approximate Weight of Material:					
Approximate Volume of Material:					
Disposition of Material:		Location:			
	Time:				
	Owner:				
	Operator:				



#### SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

•	Letting Date:	Item No.:
	Contract No.:	
as defined in the Act, by employees Performing work on a public works uperseding collective bargaining a program for the prevention of subsugreement dealing with the subject A. The undersigned Representative	n Public Works Act, Public Act 95-s of the Contractor and by employed sproject. The Contractor/Subcontrategreement or makes the public filing tance abuse among its employees was mandated by the Act.	0635, prohibits the use of drugs and alcohol, es of all approved Subcontractors while
Contra	actor/Subcontractor	
	ized Representative (type or print)	
Signature	of Authorized Representative	Date
or all of its employees not covered	l by a collective bargaining agreeme	rtifies that the contracting entity has in place ent that deals with the subject of the Act, the e requirements of Public Act 95-0635.
Contra	actor/Subcontractor	
Name of Author	ized Representative (type or print)	
Title of Author	rized Representative (type or print)	
Signature	of Authorized Representative	Date

#### SUB-CONTRACTOR FINAL PAYMENT NOTIFICATION FORM

TAPE HERE	
My firm has served as a subcontractor or supplier on contract # We request to be notified 30 days before the City intends to process papers for final payment on this contract.	Postage Stamp Required
We understand that it is a subcontractor or supplier's responsibility to ensure they are paid for a project and that notification provided by the Department is a courtesy only and does not provide any protection. We are aware of our rights to make a claim against the bond or file a lien against public funds in accordance with 30 ILCS 550 or 770 ILCS 60/23 and that this request constitutes neither action.	City of Peoria
DateName	
TAPE HERE	
	Effective January 1, 1994 the Illinois Department of Transportation no longer requires prime contractors on highway construction projects to obtain release forms from subcontractors and suppliers. If you wish to be notified when final payment on a project will be made, please complete all of the shaded areas on this card, afflx first class postage on both sides of the card, then fold the card so the City address is visible and mail the card. The card will be returned to you prior to the final payment being made on the contract. If you would like more information on filing a lien or bond claim, IDOT publishes a booklet "Getting Paid" that is available from the district office. You may wish to consult with your attorney if you have specific legal questions concerning the state laws on liens and bond claims and your rights therein.
Your firm has served as a subcontractor or supplier on contract # The City of Peoria plans to submit papers for processing of final payment to the prime contractor during the next 30 days.	Postage Stamp Required
This information is provided as a courtesy only, pursuant to your request. This notification does not constitute an acknowledgment of a bond claim or a lien against public funds and does not guarantee payment.	Attn:
Date prepared	
	BC 2246 (Rev. 9/97



#### **ADDENDUM NO. 1**

# CITY OF PEORIA STENNING DRIVE RECONSTRUCTION PROJECT BID OPENING JULY 26, 2016 @ 11 AM AT PEORIA PUBLIC WORKS

Addendum Issued: July 18, 2016

RE: Addendum #1 for the Stenning Drive Reconstruction project

The following shall be considered part of the Contract documents.

#### REVISED BID DOCUMENT (Issued with this Addendum):

1) Proposal - Re-number Item 23 as Item 24.

- 2) Proposal Add Item 23 to the Bid Proposal "The City of Peoria plans to award the contract based on the low bid of the base bid.
- 3) Proposal Add Addendum #1 receipt acknowledgement to the lower left hand corner of the "Stenning Drive Reconstruction Schedule of Prices Base Bid".
- 4) Page 33 Remove entire section "UNDERGROUN CONDITIONS"
- 5) Page 36 Add the following paragraph to the Section "P.C.C. SIDEWALK, 4"
  - a. Excavate, prepare and compact subgrade to 95% of maximum laboratory density and in accordance with Section 424 of the Standard Specifications. The Contractor shall provide a 4-inch CA-6 gravel sub-base under all sidewalk locations as per City of Peoria standards. Excavating for, supplying, installing, shaping and compacting of the CA-6 gravel subbase shall not be paid for separately but shall be considered incidental to the pay item P.C.C. SIDEWALK, 4".
- 6) Page 38 Add the following paragraph to the Section "SIDEWALK RAMPS FOR THE DISABLED"
  - a. Excavate, prepare and compact subgrade to 95% of maximum laboratory density and in accordance with Section 424 of the Standard Specifications. The Contractor shall provide a 4-inch CA-6 gravel sub-base under all sidewalk locations as per City of Peoria standards. Excavating for, supplying, installing, shaping and compacting of the CA-6 gravel subbase shall not be paid for separately but shall be considered incidental to the pay item P.C.C. COMBINATION CIRB & SIDEWALK, 4".

The following are attached and are to be considered part of this addendum:

- 1) Revised Table of Contents
- 2) Page 4 of the Proposal Items 23 and 24
- 3) Stenning Drive Reconstruction Schedule of Prices Base Bid
- 4) Pages 33 thru 41 Special Provisions

This addendum must be acknowledged on the lower left hand corner of the "Stenning Drive Reconstruction Schedule of Prices — Base Bid" as part of the submittal package. Failure to do so may subject Bidder to Disqualification.

Sincerely,

Scott Reeise, P.E. City Engineer

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	EEO CERTIFICATION (Check one):
	We are renewing or applying for an EEO Certification Number. Employer Report Form CC-1 is completed and enclosed.
	We have a current EEO Certification Number on file with the City.  Our EEO Certification Number:
22.	The City of Peoria will adjust the project limits in order to meet the available budget.
23.	The City of Peoria plans to award the contract based on the low bid of the base bid.

24. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract:

## STENNING DRIVE RECONSTRUCTION SCHEDULE OF PRICES- BASE BID

<u>ltem</u>	Quantity	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
Pavement Removal	6,087	S.Y.		
Aggr. Base Course, CS-01, 7"	6,087	S.Y.		
Aggr. Base Course, CA-6, 3"	6,087	S.Y.		
Hot-Mix Asphalt Bind. Cse., IL-19.0, N50, 2 1/2"	852	Ton		
Hot-Mix Asphalt Surf. Cse., Mix D, N50, 2"	681	Ton		
Bituminous Materials (Prime Coat)	304	Pound		
Sidewalk Removal	3,398	S.F.		
P.C.C. Sidewalk, 4"	2,795	S.F.		
P.C.C. Comb. Curb & Sidewalk, 4"	674	S.F.		
Comb. Concrete Curb & Gutter (Special)	128	Ft.		
Detectable Warning	128	S.F.		
Decorative Block Retaining Wall	300	S.F.		
Inlet Protection	9	Ea.		
Temporary Mailbox Relocation	1	L.Sum		
Construction Layout	1	L.Sum	No record to the control of the cont	
Traffic Control and Protection	1	L.Sum		
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Addendum	#1		
Addendum	##		

#### STATE OF ILLINOIS CITY OF PEORIA Special Provisions

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids, the "Standard Specifications for Traffic Control Items," adopted April 1, 2016 and the "Supplemental Specifications and Recurring Special Provisions", adopted April 1, 2016, included herein which apply to and govern the construction of the STENNING DRIVE RECONSTRUCTION project, in the City of Peoria, Peoria County, and in case of conflict with any part of said specifications, the said Special Provisions shall take precedence and shall govern.

#### **MEASUREMENT METHODS**

Pay items shall be measured in accordance with the City of Peoria Manual of Practice and the IDOT standard specifications and as modified in these specifications.

#### **EROSION CONTROL**

The Contractor shall install erosion control systems as necessary or as directed by the Engineer to prevent sediment from entering the City's storm drainage system or exiting the construction area. Erosion control systems shall be installed as necessary or as directed by the Engineer prior to stockpiling of material on the project site. The Contractor shall be responsible for the cost of cleanup and damages resulting from failure to comply with this provision. This work shall be considered incidental to the affected items of work and no additional compensation will be allowed.

The Contractor shall sweep and return to the work site any soil tracked onto the street by the end of the workday or before four (4) hours has elapsed, whichever is sooner. This work shall be considered incidental to the affected items of work and no additional compensation will be allowed.

#### SAWCUTTING

Sawcutting shall be required at all removal limits unless otherwise approved by the Engineer. This shall be considered incidental to the item of construction involved and no additional compensation will be allowed.

#### PAVEMENT REMOVAL

This work shall consist of the removal of pavement at the locations shown on the plans and as directed by the Engineer. This work shall be done in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction." Payment for removal and replacement will not be allowed for items removed beyond the limits of construction or those items damaged needlessly by the contractor. The cost of sawing pavement where noted or directed by the engineer shall by incidental to the item of work.

This work will be paid for at the contract unit price per SQUARE YARD for PAVEMENT REMOVAL which shall include saw cutting, removing and disposing of said structure, all labor, tools, materials and equipment necessary to complete this work as specified.

#### SIDEWALK REMOVAL

This work shall consist of the removal of sidewalk at the locations shown on the plans and as directed by the Engineer. This work shall be done in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction." Payment for removal and replacement will not be allowed for items removed beyond the limits of construction or those items damaged needlessly by the contractor. The cost of sawing payment where noted or directed by the engineer shall by incidental to the item of work.

This work will be paid for at the contract unit price per SQUARE FOOT for SIDEWALK REMOVAL; which shall include saw cutting, removing and disposing of said structure, all labor, tools, materials and equipment necessary to complete this work as specified.

#### **UNDERCUTTING SUBBASE**

This item shall be done in accordance with Section 202 of the Standard Specifications only after receiving approval of the engineer. The Contractor must first satisfy the Engineer that they have made every effort to stabilize the subgrade in accordance with the methods outlined in Article 301.03 before requesting approval to proceed with any subgrade replacement. Contractor must use the appropriate type of equipment to process the subgrade, as specified in Article 301.04(b) of the Standard Specifications.

At the locations approved by the Engineer for subgrade removal, this item shall be paid for at the contract unit price per CUBIC YARD for UNDERCUTTING SUBBASE.

#### GEOTECHNICAL FABRIC FOR BASE REPAIR

This item shall be done in accordance with the applicable portions of Section 210 of the Standard Specifications. The work shall include the furnishing and installing the fabric on the subgrade at locations designated by the Engineer. This item has been provided in the event some areas in the subgrade require stabilization. This item shall be paid for at the contract unit price per square yard for Geotechnical Fabric for Base Repair. The granular blanket for this item shall be Aggregate Base Course, CA-6.

The Geotechnical Fabric shall be a woven fabric, equal to Amoco 2006, TNS W300, LINQ GTF 300, SYNTHETIC INDUSTRIES GEOTEX 315ST or TC MIRAFI 600X, and shall meet the following requirements:

Physical Property	<u>Value</u>
Grab Tensile Strength (lbs) – ASTM D 4632	300
Grab Elongation @ Break (%) – ASTM D 4632	15
Burst Strength (psi) – ASTM D751	600
Trapezodial Tear Strength (lbs) – ASTM D 4533	120
Water Flow Rate (GPM/SF) – ASTM D 4491	4

Above values to be minimum average roll values. If unusual or abnormal conditions exist, a different fabric may be required, as **suggested** by the Engineer. If a different fabric is required, a cost

adjustment may be considered. Prior to installation, the Contractor shall submit, to the Engineer, a Physical Property Sheet for the type of fabric he or she intends to use.

#### AGGREGATE BASE COURSE, TYPE CS-01

This work shall consist of furnishing all labor, equipment, and material for the installation of Aggregate Base Course, Type CS-01, in accordance with Section 351 of the Standard Specifications, except as modified by attached BDE Special Provision "Aggregate Subgrade Improvement" and as modified herein. The coarse aggregate gradation shall be CS-01.

This work will be paid for at the contract unit price per SQUARE YARD for AGGREGATE BASE COURSE, TYPE CS-01.

#### AGGREGATE BASE COURSE, TYPE B, CA-6

This work shall consist of furnishing all labor, equipment, and material for the installation of Aggregate Base Course, Type CA- 6, in accordance with Section 351 of the Standard Specifications, except as modified herein.

This work will be paid for at the contract unit price per SQUARE YARD for AGGREGATE BASE COURSE, TYPE CA-6.

#### **CURING COMPOUND**

This item shall be furnished and applied in accordance with Article 1020.13 of the "Standard Specifications" except as herein provided. Curing Compound shall be applied to all exposed Portland Cement Concrete Surfaces. This work will not be paid for separately but shall be included in the cost of the concrete item.

#### **CONCRETE FIBERS**

The contractor may use micro-fibers in lieu of the welded wire mesh. The micro-fibers and dosage rate shall be approved by the engineer prior to use. The dosage rate shall meet the recommendations of the supplier. The micro-fibers shall be supplied by an IDOT approved supplier of synthetic fibers. Concrete fibers will not be paid for separately but shall be included in the cost of the concrete item.

#### TIE BARS & DOWEL BARS

All tie bars required for sidewalk, curb, or pavement will not be paid for separately but included in the cost of the item the tie bars are required for. Any dowel bars required will not be paid for separately but included in the cost of the concrete item.

#### P.C.C. BASE COURSE

This work shall consist of furnishing all labor, equipment, and material for the installation of Portland Cement Base Course of the depth specified, in accordance with Section 353 of the Standard Specifications, except as modified herein.

This work will be paid for at the contract unit price per SQUARE YARD for PCC BASE COURSE, 5"

#### HOT MIX ASPHALT BINDER COURSE AND SURFACE COURSE

This work shall consist of furnishing all labor, equipment, and material for the installation of hot-mix asphalt binder and surface courses of the type and depth specified, in accordance with Section 406 of the Standard Specifications, except as modified herein.

The Hot-Mix Asphalt Binder Course, IL-19.0, N50 and Hot-Mix Asphalt Surface Course, Mix D, N50 shall be compacted to the satisfaction of the City of Peoria.

The hot-mix asphalt surface course shall be placed in a continuous paving operation at all times, No interruptions for side roads, entrances, etc. will be allowed.

This work will be paid for at the contract unit price per TON for HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 of the depth specified and the contract unit price per TON for HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50 of the depth specified.

#### BITUMINOUS MATERIALS (PRIME COAT)

This work will be performed in accordance with Section 406.05(b)(1) of the "Standard Specifications for Road and Bridge Construction" and City Standards.

The application rate shall be as follows:

Base Bid: 0.05 lb/sy between HMA Binder Course and HMA Surface Course Alternate Bid: 0.05 lb/sy between PCC Base Course and HMA Surface Course

This work will be paid for at the contract unit price bid per POUND for BITUMINOUS MATERIALS (PRIME COAT) which shall include all labor, tools and equipment necessary to complete this work as specified.

#### P.C.C. SIDEWALK, 4"

This work will be performed in accordance with Section 424 of the "Standard Specifications for Road and Bridge Construction" and City Standards.

Excavate, prepare and compact subgrade to 95% of maximum laboratory density and in accordance with Section 424 of the Standard Specifications. The Contractor shall provide a 4-inch CA-6 gravel sub-base under all sidewalk locations as per City of Peoria standards. Excavating for, supplying, installing, shaping and compacting of the CA-6 gravel subbase shall not be paid for separately but shall be considered incidental to the pay item P.C.C. SIDEWALK, 4".

The method of measurement shall be the total exposed surface area of the walk in square feet for each property.

This work will be paid for at the contract unit price bid per SQUARE FOOT for P.C.C. SIDEWALK, 4"., which shall include all labor, curing compound, tools and equipment necessary to complete this work as specified.

#### **DECORATIVE BLOCK RETAINING WALL**

This work shall consist of the construction of a modular block wall (Allan Block, Keystone or approved equal) at the location shown on the plans. The modular block wall shall be installed as per manufacturer's recommendations.

This item shall be paid for at the contract unit price per SQUARE FOOT for "DECORATIVE BLOCK RETAINING WALL", which price shall include all labor, equipment, materials and incidentals necessary to complete the work.

#### COMBINATION CONCRETE CURB AND GUTTER (SPECIAL)

This work shall consist of sawcutting and/or removing and replacing the existing curb and gutter located at the ADA locations. Existing curb and gutter with non-standard ADA depressions shall be removed and replaced. Existing full-height curb and gutter may be sawcut to allow for ADA ramps.

The removal work will be performed in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction" and the replacement work will be performed in accordance with Section 606 of the "Standard Specifications for Road and Bridge Construction" and City Standards.

This work will include removal, replacement and sawcutting the curb at the locations shown on the plans and will be paid for at the contract unit price per FOOT for COMBINATION CONCRETE CURB AND GUTTER (SPECIAL)".

#### DETECTABLE WARNINGS

This work shall consist of a 24-inch strip of the Federal Standard color 30166, brick red, as its standard of detectable warning in the direction of travel and shall extend the full width of the curb ramp or flush surface. This work shall conform to the details given in the plans and in accordance with Section 424 of the "Standard Specifications for Road and Bridge Construction".

Detectable warnings shall be installed at all designated ADA ramps per the appropriate IDOT curb ramp standard.

The following will be the acceptable construction techniques.

- 1. Cast-in-Place truncated dome ramps must be formed with a rigid mold. Every area of the tool shall be tamped directly above the stamp to form a uniform appearance. The concrete used shall be Class X (SI) concrete that has the Federal Standard color 30166, brick red, the entire depth. Broadcasting brick red dye or painting the sidewalk brick red will not be acceptable methods.
- 2. DetecTile PFC Composite truncated dome panels. Panels must be the Federal Standard color 22144, brick red. Panels shall be placed within the Class X (SI) concrete. They shall have a minimum of four anchors per ceramic panel to secure the panels to the concrete ramp.
- 3. Armor-Tile Tactile Systems manufactured Diamond-Hard Vitrified Polymer truncated panels. Panels must be the Federal standard color 22144, brick red.

4. Pre-Cast concrete truncated dome ramp panels. The panels shall be a minimum of 2-inches thick with the entire depth consisting of Class X (SI) concrete that is Federal Standard color 22144, brick red. The pre-cast panels shall have wire mesh or fiber mesh reinforcement. Tapered edges or holes so that dowel reinforcement rod can be placed within the insert shall be acceptable methods. These shall be placed before placing the rest of the ramp so that they are tightly secured into place.

Final determination of acceptability shall be the responsibility of the construction engineer.

## THESE FOUR METHODS ARE THE ONLY ACCEPTABLE MEANS FOR TRUNCATED DOME RAMPS WITHIN THE CITY OF PEORIA.

Detectable Warnings will be paid for at the contract unit price per square foot of surfacing, which shall include all labor, tools, materials and equipment necessary to complete the work as specified.

#### SIDEWALK RAMPS FOR THE DISABLED

Sidewalk ramps shall be constructed per ADA requirement. Details of ramps are per Highway Standard 424001-08, 424006-02 and 424016-02. Any variation in the shape of curbs and sidewalk or needed landscaping of dirt at a corner to accommodate ramps for the handicapped shall not be paid for separately, but shall be considered incidental to the item of construction involved.

Excavate, prepare and compact subgrade to 95% of maximum laboratory density and in accordance with Section 424 of the Standard Specifications. The Contractor shall provide a 4-inch CA-6 gravel sub-base under all sidewalk locations as per City of Peoria standards. Excavating for, supplying, installing, shaping and compacting of the CA-6 gravel subbase shall not be paid for separately but shall be considered incidental to the pay item P.C.C. COMBINATION CIRB & SIDEWALK, 4".

This work will be paid for at the contract unit price per SQUARE FOOT of P.C.C. COMBINATION CURB & SIDEWALK, 4" or P.C.C. SIDEWALK 4".

Any side curb poured integrally with a ramp will be paid for at the contract unit price per SQUARE FOOT OF P.C.C. COMBINATION CURB & SIDEWALK 4"; The square footage will not include the exposed vertical surface areas of the side curbs.

Detectable warnings will be paid for at the contract unit price per SQUARE FOOT. There shall be a minimum of four inches of concrete placed below the panels.

#### TEMPORARY MAILBOX RELOCATION

This item of work consists of providing temporary mailboxes and newspaper receptacles at two locations for 18 mailboxes along Stenning Drive. Each existing mailbox is on a post in combination with a newspaper receptacle. The existing mailboxes shall remain in place since no work is being performed behind the existing curb and gutter. Contractor shall provide temporary mailboxes and newspaper receptacle at two locations. Contractor shall also provide appropriate house numbers on the mailboxes. Prior to installing the temporary mailboxes, the Contractor shall contact the U.S. Post Office in Peoria for approval of the temporary location.

Contractor shall replace mailboxes that are damaged during construction.

After the project is completed, the Contractor shall remove the temporary mailboxes.

Payment for this item shall be at the contract unit price per lump sum for Mailbox Relocation, which price shall include all labor, equipment and materials necessary.

#### AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1,2012 Revised: April 1,2016

Add the following Section to the Standard Specifications:

#### "SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

- **303.1 Description.** This work shall consist of constructing an aggregate subgrade improvement.
  - 303.2 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.07
(b) Reclaimed Asphalt Pavement (RAP) (Notes 1, 2, and 3)	1031

- Note 1. Crushed RAP, from either full depth or single **lift** removal, may be mechanically blended with aggregate gradations CS 01, CS 02, and RR 01 but shall not exceed 40 percent of the total product. The top size of the RAP shall be less than 4 in. (100 mm) and well graded.
- Note 2. RAP having 100 percent passing the 1 1/2 in. (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradations CS 01, CS 02, or RR 01 are used in lower lifts.
- Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
  - **303.3 Equipment.** The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer.
- **303.4** Soil Preparation. The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.
  - 303.5 Placing Aggregate. The maximum nominal lift thickness of

aggregate gradations CA 02, CA 06, or CA 10 shall be 12 in. (300 mm). The maximum nominal lift thickness of aggregate gradations CS 01, CS 02, and RR 01 shall be 24 in. (600 mm).

- 303.6 Capping Aggregate. The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When the contract specifies that a granular subbase is to be placed on the aggregate subgrade improvement, the 3 in. (75 mm) of capping aggregate shall be the same gradation and may be placed with the underlying aggregate subgrade improvement material.
- **303.7** Compaction. All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.
- 303.8 Finishing and Maintenance of Aggregate Subgrade Improvement. The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.
- **303.9 Method of Measurement.** This work will be measured for payment according to Article 311.08.
- 303.10 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified."

Add the following to Section 1004 of the Standard Specifications:

- " 1004.07 Coarse Aggregate for Aggregate Subgrade Improvement. The aggregate shall be according to Article 1004.01 and the following.
  - (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. In applications where greater than 24 in. (600 mm) of subgrade material is required, gravel may be used below the first 12 in (300 mm) of subgrade.
  - (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
  - (c) Gradation.
    - (1) The coarse aggregate gradation for total subgrade thickness less than

or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 01.

The coarse aggregate gradation for total subgrade thickness more than 12 in. (300 mm) shall be CS 01 or CS 02 as shown below or RR 01 according to Article 1005.01(c).

COARSE AGGREGATE SUBGRADE GRADATIONS					S
G 131	Sieve Size and Percent Passing				
Grad No.	8"	6"	4"	2"	#4
cs 01	100	$97 \pm 3$	$90 \pm 10$	$45 \pm 25$	$20 \pm 20$
cs 02		100	$80 \pm 10$	$25 \pm 15$	

	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)					
Cuad Na	Sieve Size	and Percent P	assing			
Grad No.	ad No. 200 mm	150 mm	100 mm	50 mm	4.75 mm	
cs 01	100	$97 \pm 3$	$90 \pm 10$	$45 \pm 25$	$20 \pm 20$	
cs 02		100	$80 \pm 10$	$25 \pm 15$		

(2) The 3 in. (75 mm) capping aggregate shall be gradation CA 6 or CA 1O."

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# **SLENNING DEINE** CONSTRUCTION PLANS

## CILK OF PEORIA, ILLINOIS **KECONZLENCLION**

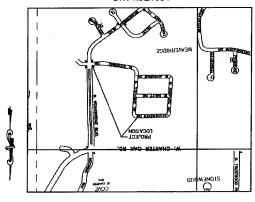
### LIST OF CONSTRUCTION STANDARDS

20-106107	TRAFFIC CONTROL DEVICES
701501-08	STABBAN LANE CLOSURE, 21, 2W, UNDINDED
454016-02	MID-BLOCK CURB RAMPS FOR SIDEWALKS
454006-05	DIVEGORAL CURB RAMPS FOR SIDEWALKS
424001-08	PERPINDICULAR CURB RAMPS FOR SIDEWALKS
280001-07	IEMPORART ERUSION CONTROL STSTEMS

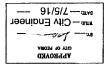
### CENERAL NOTES

WHO RECINGUING ZEICHY BUONZIONS' VDOBLED YEM! I' 3018 VOOGLED YEM! I' 5018 YHO CHRUSCH ZEICHENT ZEICHECHUNG' EUS BOYN OWD BURDOC GOL, BLE ZLIVE OE, ITHOIS' LICH BEYN BURDOC GOL SHE ZLIVE OE CHRUNDRY THE YEMFOLD SHYTH EE KEROMED IN YOUGGOODWING THE SUBSTICEMENT IN YOUR GOODWING.

ACCEPTANCE BY THE CITY OF PEORIA OF THE STREETS AND RELATED IMPROVEMENTS
AT THE TIME THE FINAL INSPECTION IS MADE.



LOCATION MAP

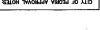






CONCRETE BHEYK?

MICTIDING CONVECTOR' BILINNINGNE DENBLIA WND
YND STROGWYDE YND DEEF-BONN HINDSECLIONS
WHO TROGWYDE YND DEEF-BONN HINDSECLIONS
L' CYTT LIMO BIRBERS DYAS IN YDANNOE BOU SIDERWINK
L' CYTT LIMO BIRBERS DYAS IN YDANNOE BOU SIDERWINK CILL OF PEORIA APPROVAL NOTES.





THE LIST PROVIDED IS FOR INFORMATION OMLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING JULLIE. FOR UTILITY WORK. FAX: (309) 272-4842 PHONE: (309) 272-4842 AL HOWERTER 2222 S. DARST ST. PEORIA, IL 61602 CREATER PEORIA SANITARY DISTRICT EAX: (309) 673-8495 PHONE: (309) 586-4114 CHRISTIAN VOLZ PEORIA, 1L 61602 7500 N. HARKER DRIVE PLINOIS AMERICAN WATER CO. PEORIA, AL BIBON EVX: (203) 888-5828 BBNCE AOM BBETHORST CONCAST CORP. CABLE AND TELEPHONE 3517 DRIES LANE PEORIA, IL 61604 2315 N. KNOXVILLE AVE. TELEPHONE AMERITECH—SBC FAX: (309) 686-2911 PEORIA, IL 61614 8420 N. UNIVERSITY AVE. 1. UNIVERSITY AVE. LYX: (208) 882-4864 LHONE: (208) 364-2212 KENI KOMVEZKE

UTILLY COMPANIES

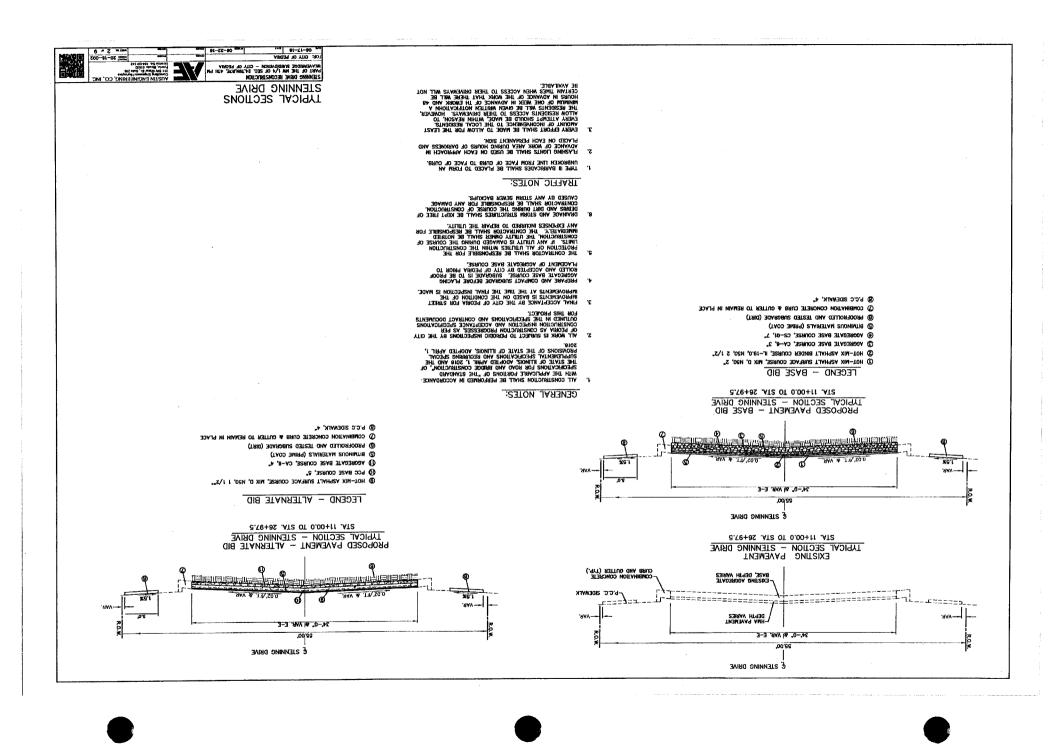
KEMONYF & EBOSION CONTROL PLAN VIEWS

PEORIA, IL 61614 BAZO N. UNIVERSITY AVE. MEREN ELECTRIC

INJERSECTIONS

TYPICAL SECTIONS CONER SHEEL INDEX OF SHEETS

EVX: (308) 883-4804 bhone: (308) 883-4831 Myheed Zhyhzyd



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HODORSHON — CILA OL BEORRY 1/4 OL SEC' ST'LDRYSLE' THE BRY 1/4 OL SEC' ST'LDRYSLE' THE BRY	MCVACKHROCE SINS LVBL DG. LHE DON CLEMBRE DRANE	PROJECT TOTAL 128 SQ.FT.		
ILES AND SUMMARY OF QUANTITIES		02 8+56+82 VIS 18 92 6501+92 VIS 18 92 6501+92 VIS 19 01 9946+41 VIS 19 01 9946+41 VIS 19		
	XIIIIAALO A1-02 OST	XIUNANO NOUTAZOLI  71,02 01 +0.82+71. ATZ. 18 01 02.02+11. ATZ. 18 01 40.28+71. ATZ. 18		
	DECOBATIVE BLOCK RETAINING WALL	DELECTABLE WARNINGS		
WORCI 101W  9 EV	87: 05.42+17 07 5.42+17 17 5.42 87: 05.42+17 07 5.42+17 17 5.42 88: 05.62+17 07 5.42+17 17 18 80: 05.42+17 07 5.43+17 17 18 81: 18. 18. 18. 18. 18. 18. 18. 18. 18. 18.	1321 TV.101.103F084  14 (3008 454.796 89-7.6+98 741-8 131  15 (3008 454.796 10 10 20-95.746 131  16 (10 20-95.746 10 10 20-95.746 131  17 (27 00-95.746 10 10 20-95.746 131  18 (10 20-95.746 10 10 20-95.746 131  19 (10 20-95.746 10 10 20-95.746 131  10 (10 20-95.746 10 10 20 20 20 20 20 20 20 20 20	NOVERTIES   NOVE	BROYECT 10.IVF 27-388 20°L  KI 214" 529-122 1.0 33-90291 1290  KI 214" 529-122 1.0 33-90291 1290  DIRANG WAYGE 300  2014 21241410  2014 21241410  2014 21241410  2014 21241410  2014 21241410  2014 21241410  2014 21241410  2015 2015 2015 2015 2015 2015 2015 2015
····	LOCATION SULVEY TO SULVEY	LOCATION QUANTITY	NW OUADRANT HALEY & STENNING 77 SQFT	NW QUADRANT HALEY & STENMING 207 SQ.FT
(DWID, BYOE B OR EGIVE)  [NIFEL PROTECTION]	P.C.C. COMBINATION CURB AND SIDEWALK, 4" (ADA)	COMBINATION CURB AND GUTTER (SPECIAL)	F.C.C. SIDEWALK, 4"	TOCOLIGN SIDEMALK REMOVAL

PRIME IS NOT REQUIRED ON THE AGGREGATE BASE COURSE, CA-8
\*\*\* PRIME IS NOT REQUIRED ON THE AGGREGATE BASE COURSE, CA-8

\*\* BITUMINOUS CONCRETE QUANTITIES ESTIMATED USING 112 LBS/SY/INCH THICKNESS.

304	189	825	<b>£80'9</b>	Z60,8	780,8	2.78+85 OT 0.00+11 .ATZ
(POUND)	++(NOL)	**(NOT)	(aros)	(avos)	•(.ar.pe)	LOCATION
(PRIME COAT)	<b>3.</b>	2/12	CV-8, 3"	.Z '10-SO	REMOVAL	
MATERIALS	MIX "D." N2O	DZN ,0.81—JI	BYZE CONGREE	BYZE CONKZE*	PAYEMENT	
SUDNIMUTIE	SURF. CSE.	BIND' CZE	AGGREGATE	AGGREGATE		
	AMH	AMH				
		DIA 36AB	2CHEDOLE -	JUNAY		

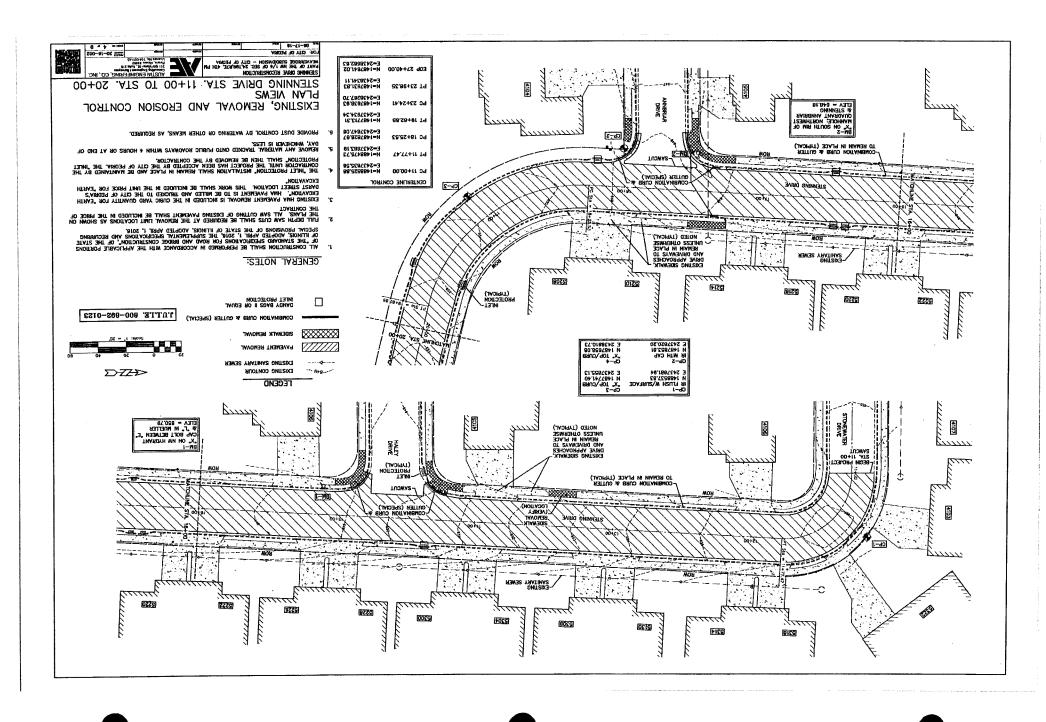
TINKE SOM	L	TRAFFIC CONTROL AND PROTECTION
MUS 9MUJ	l.	CONSTRUCTION EAYOUT
TONIS 20M	1	TEMPORARY MAILBOX RELOCATION
EVCH	6	INFEL PROTECTION
.rn.os	200	DECORATIVE BLOCK RETAINING WALL
TJOS	128	DELECTABLE WARNINGS
F00T	128	сомвиллом соискете сикв & ситтей (сресил.)
11.08	1/19	P.C.C. COMBINATION CURB & SIDEWALK, 4"
JT.02	2,785	P.C.C. SIDEWALK, 4"
LJ'0S	3,398	SIDEMATK SEMONAL
<b>GNUO</b> 9	204	BILINMINONZ MYJEKIVTZ (BKIME COVI.)
NOL	188	HOT-WIX ASPHALT SURFACE COURSE, MIX D, NSO, 2"
NOL	925	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, NSO, 2 1/2"
sa,rp,	780,8	AGGREGATE BASE COURSE, CA-6, 3"
SQ.YD.	<b>780,8</b>	AGGREGATE BASE COURSE, CS-O1, 7"
201/05	<b>780,8</b>	PAVEMENT REMOVAL
TINU	YTHNAUQ	
	•	SUMMARY OF QUANTITIES - BASE BID

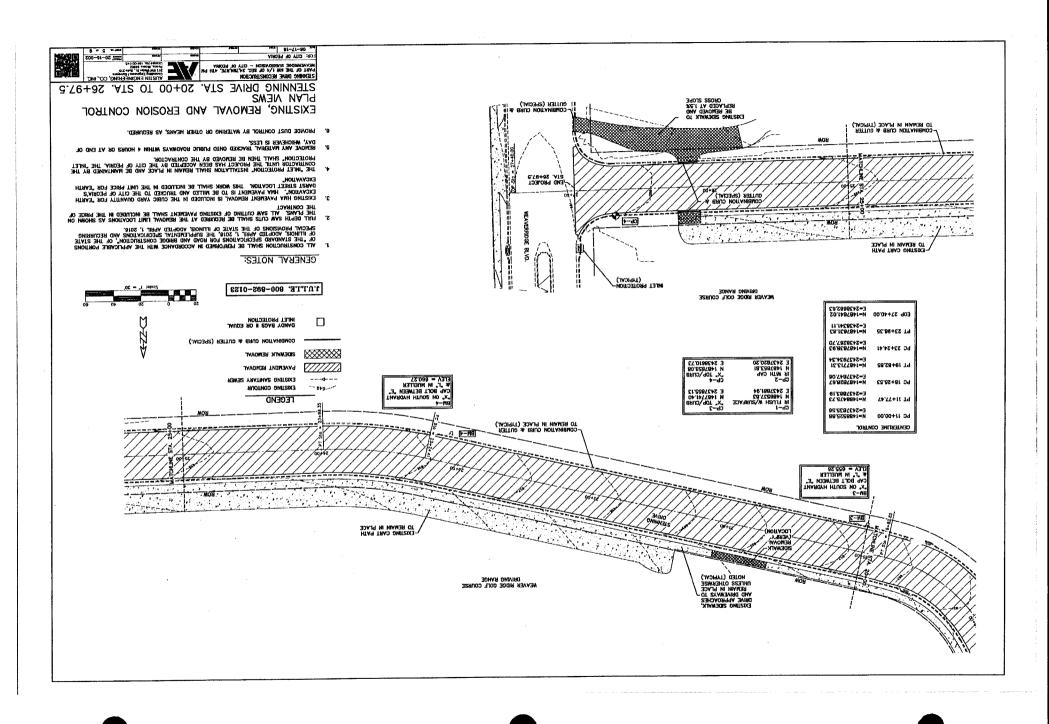
солиге	SURFACE	AMH	CONSEE VAD									
			THICKNESS	E/ZA/JNCH	3 115 FB	inish a	STAMATE:	MILLER E	rete dur	ona conc	WINUTIE .	**
		IDNA	1 123VIE 167	wa wanad	מוז מי					HITER ON		

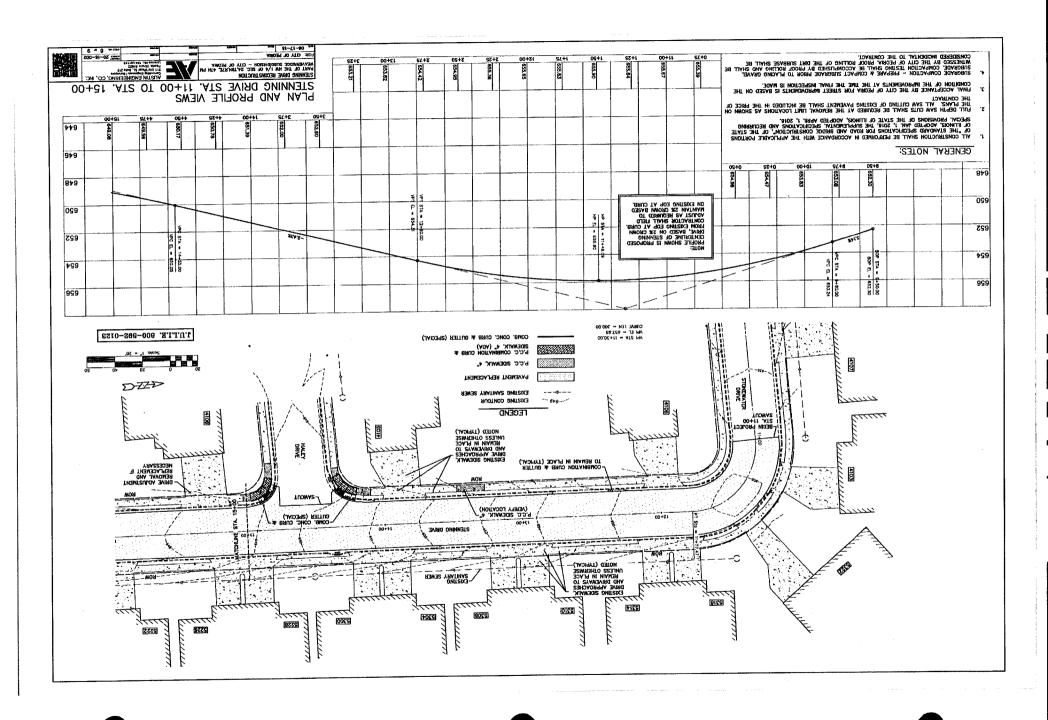
\* PAYEMENT REMOVAL QUANTITY SHOULD BE ESTIMATED USING A 10 1/2" DEPTH. EXISTING HAMA PAYEMENT IS TO BE MILLED AND TRUCKED TO THE CITY OF PEORILA DARST STREET FACULTY.

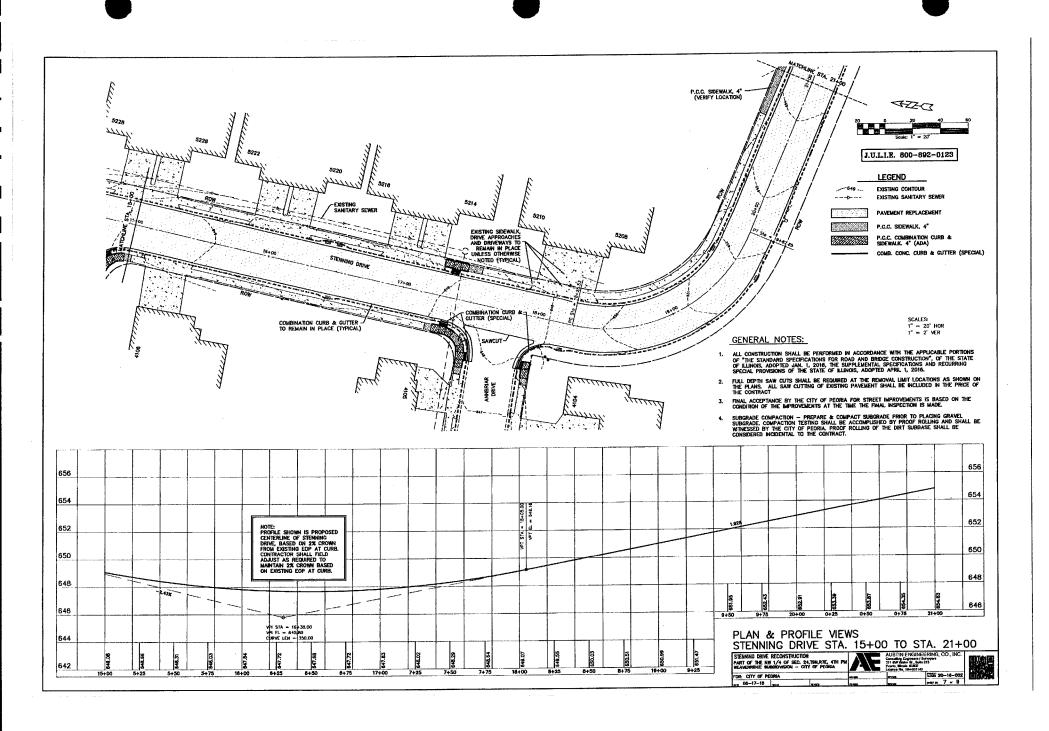
٠	(POUND)*** (PRIME COAT) MATERIALS BITUMINOUS	HMA SURF, CSE. 1 1/2" (TDN)**	900 BASE COURSE "2 "2 (60.08)	AGGREGATE  CA-6, 4"  (SQ.YD.)  6,087	PAVEMENT REMOVAL (SQ.'D2)	5,72+32 01	LOCATION LOCATION	_
			CHE STANNATI.	CHEDOLE - AL	S SNIAVA			

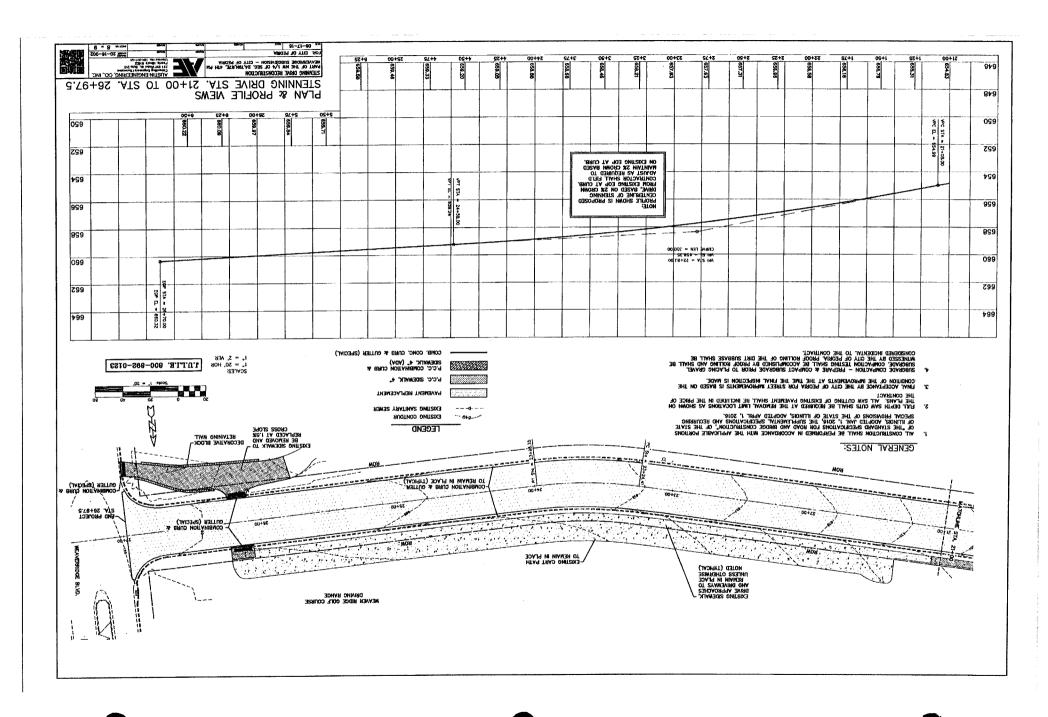
SUMMARY OF QUANTITIES - ALTERNATE BID

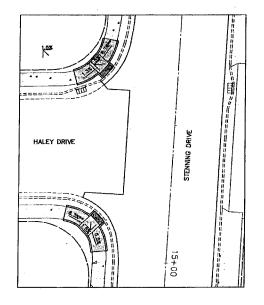


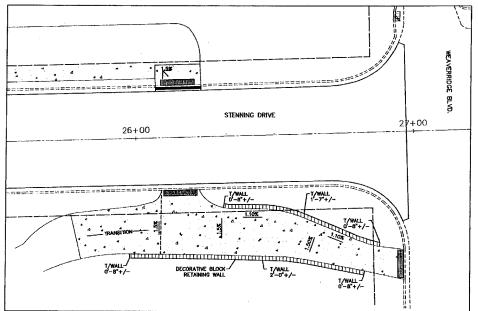


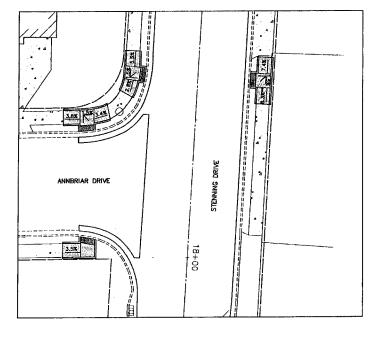












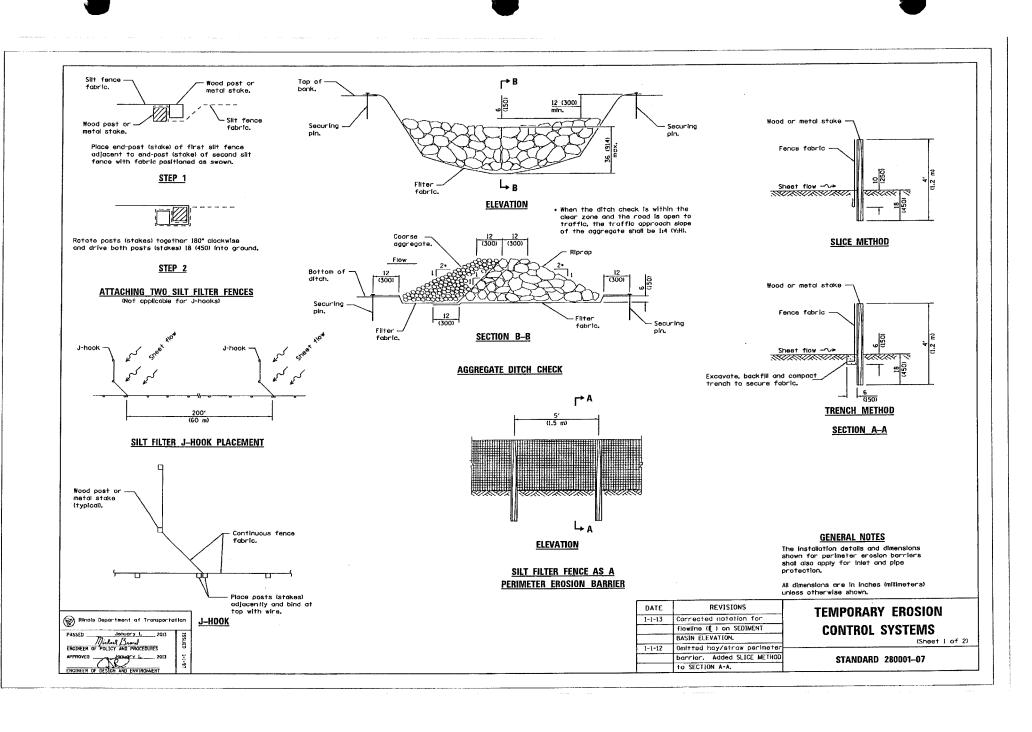
### GENERAL NOTE:

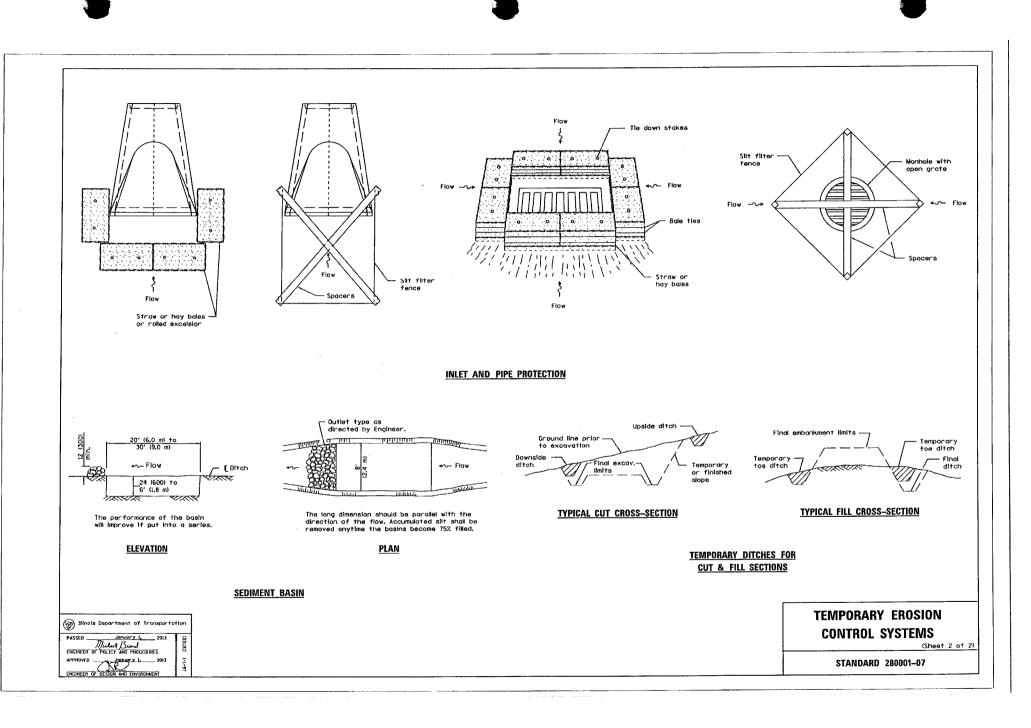
\*\* ADDITIONAL SIDEWALK REMOVAL AND REPLACEMENT IS ADDED TO THE QUANTITIES TO ALLOW CONTRACTOR TO CONSTRUCT RAMP AT A SLOPE LESS THAN 1:12

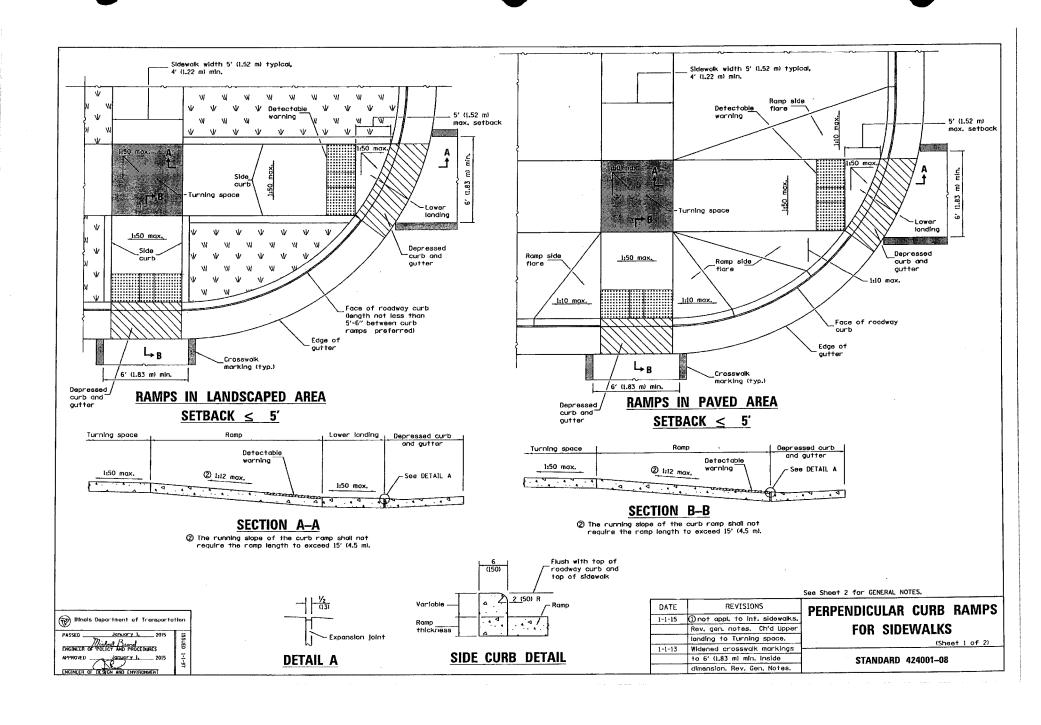


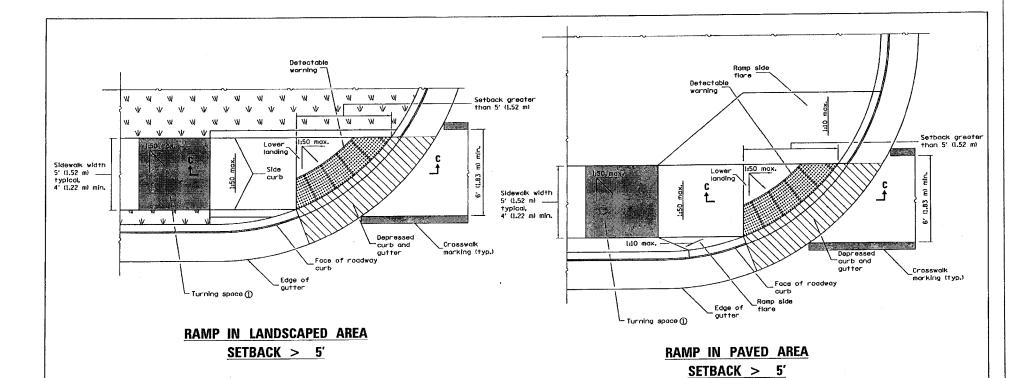
INTERSECTION DETAILS STENNING DRIVE
STENNING DRIVE
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PART OF THE HIM 1/4 OF SEC. 24 TOMATE, 47H PM
REVENENDES SUMMEMBASSON — 17 OF PECESA. FOR: CITY OF PEORIA

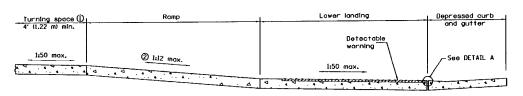












### SECTION C-C

- ① Turning space not required for ramp slopes flatter than 1:20.
- (2) The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).

Illinois Department of Transportation

ENGINEER OF POLICY AND PROCEDURES
APPROVED JOHNSTY J. 20
ENGINEER OF DESIGN AND ENVIRONMENT

### **GENERAL NOTES**

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5'  $(1.52~\mathrm{m})$ .

Where 1:50 maximum slope is shown, 1:64 is preferred.

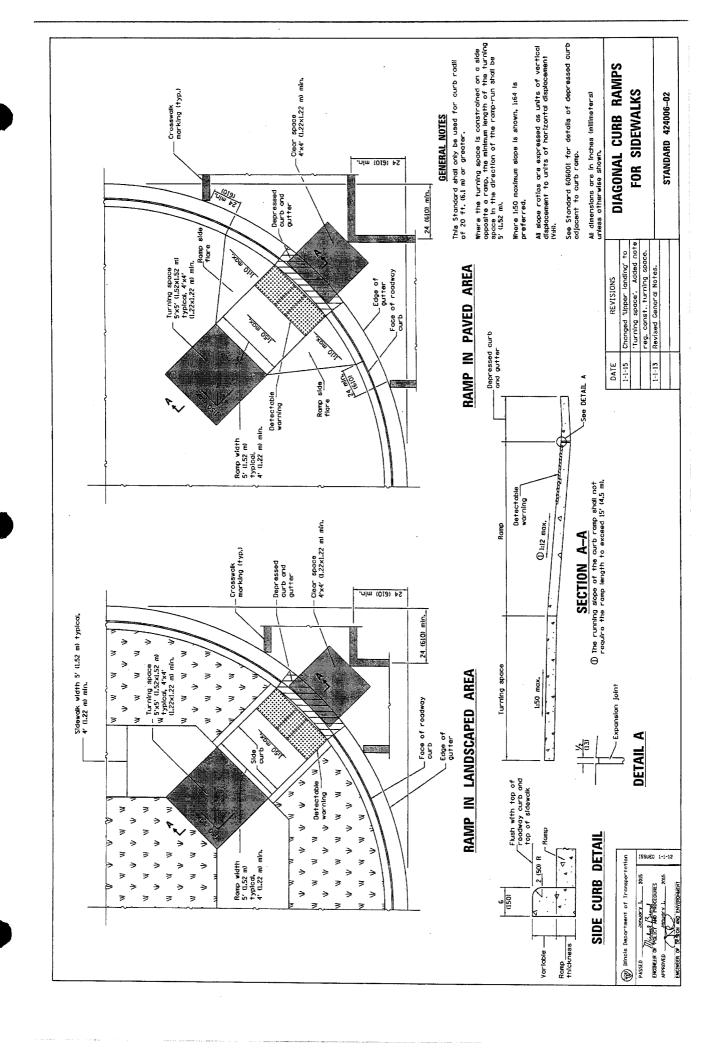
See Standard 606001 for details of depressed curb adjacent to curb ramp.

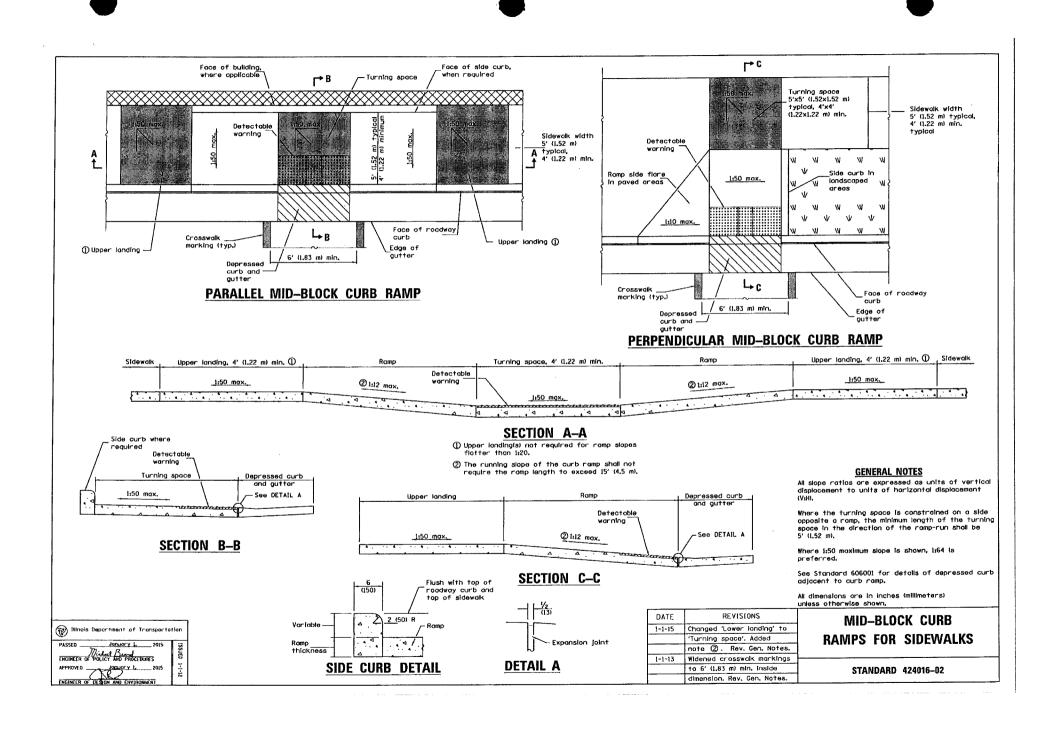
All dimensions are in inches (millimeters) unless atherwise shown.

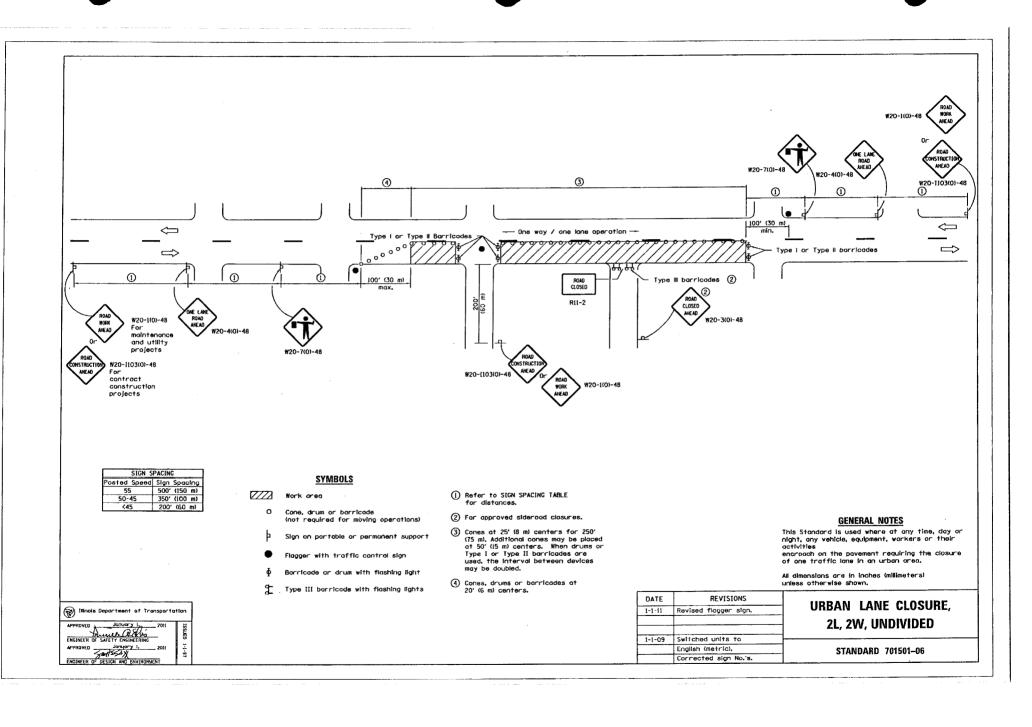
### PERPENDICULAR CURB RAMPS FOR SIDEWALKS

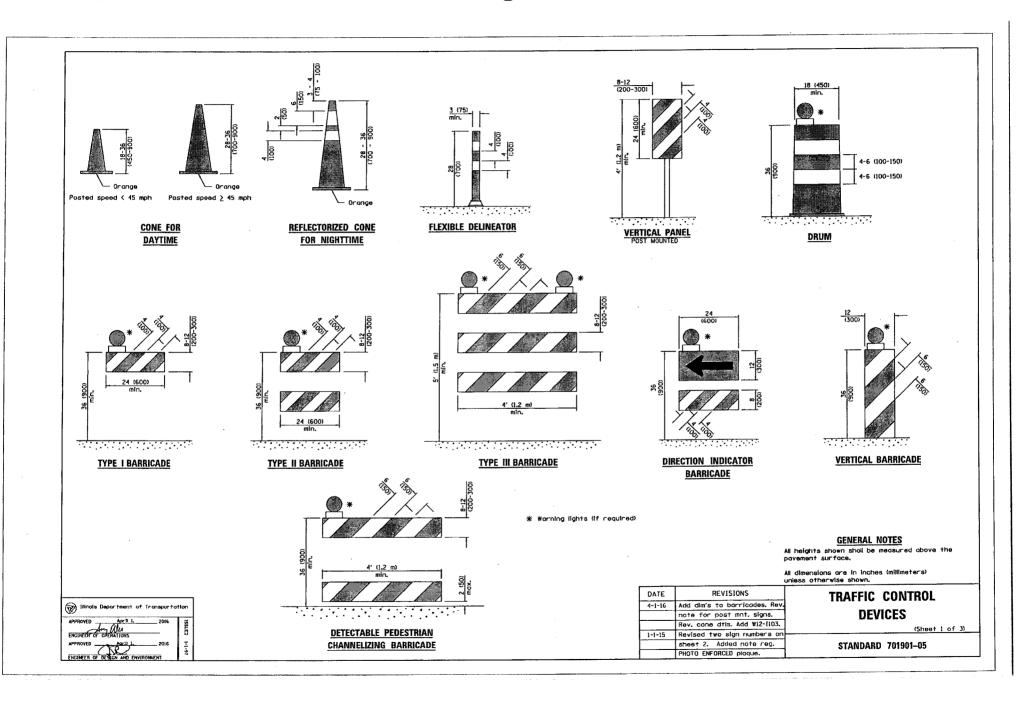
(Sheet 2 of 2)

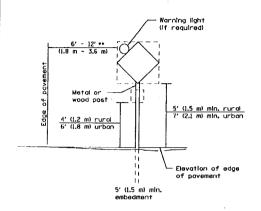
STANDARD 424001-08











### Elevation of edge of pavement SIGNS ON TEMPORARY SUPPORTS

130,000

24 - 10' (600 - 3 m)

Edge of — pavement

or face

of curb

.... 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.

# 18×18 (450×450) Orange flags (IF SPECIFIED)

HIGH LEVEL WARNING DEVICE

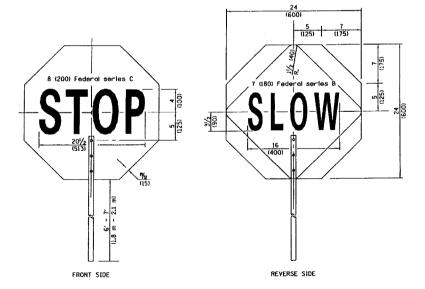
### POST MOUNTED SIGNS

\*\* 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.



WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.



FLAGGER TRAFFIC CONTROL SIGN

CONSTRUCTION NEXT X MILES

FND CONSTRUCTION

G20-I104(0)-6036

G20-1105(0)-6024

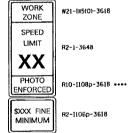
This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of pro-

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

### **WORK LIMIT SIGNING**



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

.... RIO-1108p shall only be used along roadways under the juristiction of the State.

### TRAFFIC CONTROL **DEVICES**

(Sheet 2 of 3)

STANDARD 701901-05

