



SUBMITTED BY:

Horowitz Concrete

CONTRACTOR'S NAME

128 Legion Lane

CONTRACTOR'S ADDRESS

East Peoria, IL 61611

CITY, STATE, ZIP

STATE OF ILLINOIS

CITY OF PEORIA

COUNTY OF PEORIA

SPECIFICATIONS, PLANS, MATERIAL
QUANTITIES AND CONTRACT PROPOSAL

FOR

NORTH VALLEY TIF SIDEWALK IMPROVEMENTS

TO BE CONSTRUCTED UNDER THE PROVISIONS OF
THE CITY OF PEORIA

BID OPENING:

Thursday, August 6th, 2020, 11:00 A.M.

A handwritten signature in blue ink that reads "Bill Lewis".

Bill Lewis, P.E., City Engineer

Awarded by City Council on August 25, 2020
under Item No. 20-212

CITY OF PEORIA
CONTRACT

This agreement, made and entered into this 25th day of AUGUST, 2020 by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and HOROWITZ CONCRETE CO. Party of The Second Part for the improvement known as the NORTHSIDE BUSINESS PARK TIF SIDEWALK IMPROVEMENTS;

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 THREE HUNDRED ELEVEN THOUSAND FIVE HUNDRED EIGHTY-TWO AND 25/100 DOLLARS (\$311,582.25).

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

BY:

[Signature]
City Manager

ATTEST:

[Signature]
City Clerk

EXAMINED AND APPROVED:

[Signature]
Corporation Counsel

PARTY OF THE SECOND PART

HOROWITZ CONCRETE
(name of individual, firm or corporation)

BY:

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

(If a Co-Partnership)

_____ (seal)

_____ (seal)

Partners doing business under the firm name of _____ (seal)

(PARTY OF THE SECOND PART)

(If an Individual)

_____ (seal)

(PARTY OF THE SECOND PART)

CITY OF PEORIA
PERFORMANCE BOND

BOND # RCN2533342

KNOW ALL MEN BY THESE PRESENTS, That I/we HOROWITZ CONCRETE CO.

an individual, of _____

a co-partnership, of _____

a corporation organized under the laws of the State of ILLINOIS

as Principal, and OLD REPUBLIC SURETY COMPANY

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

Peoria, Peoria County, State of Illinois, in the penal sum of THREE HUNDRED ELEVEN THOUSAND FIVE HUNDRED EIGHTY-TWO AND 25/100 DOLLARS (\$311,582.25) 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 NORTHSIDE BUSINESS PARK TIF SIDEWALK IMPROVEMENTS 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.

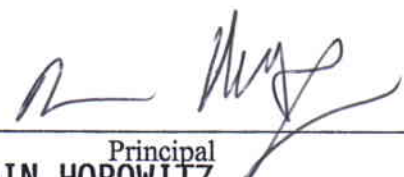
IN WITNESS WHEREOF, we have duly executed the foregoing Obligation this 28TH day of AUGUST, 2020.

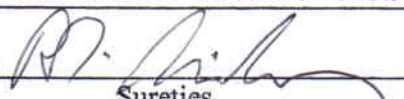
FOR THE CITY OF PEORIA

EXAMINED AND APPROVED:



Corporation Counsel


Principal
DARIN HOROWITZ
OLD REPUBLIC SURETY COMPANY

BY: 
Sureties
ROBERT D. BIELENBERG
ATTORNEY-IN-FACT

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

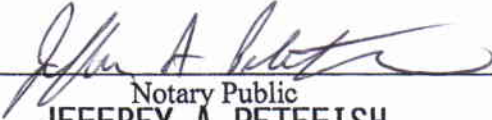
I, JEFFREY A PETEFISH, a Notary Public in and for said County, in the

State aforesaid, do hereby certify that ROBERT D BIELENBERG,
who is personally known to me to be the same person who signed the above foregoing instrument as the

Attorney in Fact for OLD REPUBLIC SURETY COMPANY,
appeared before me this day in person and acknowledged that he signed the name of

ROBERT D BIELENBERG, thereto, as his Principal, and his own name as Attorney
in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and
that he executed the said instrument under authority given him by his said Principal.

Given under my hand and Notarial Seal, this 28TH day of AUGUST, 2020.


Notary Public
JEFFREY A PETEFISH





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

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

ROBERT D. BIELENBERG, JEFFREY A. PETEFISH, OF PEORIA, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED TWO MILLION DOLLARS(\$2,000,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

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

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17TH day of AUGUST, 2018.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

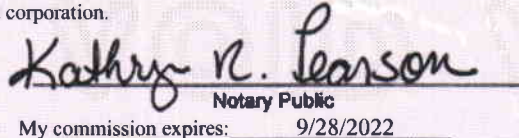



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 17TH day of AUGUST, 2018, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

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

40-2714



Signed and sealed at the City of Brookfield, WI this 28TH day of AUGUST, 2020


Assistant Secretary

CALLENDER & CO.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

STATE OF ILLINOIS
CITY OF PEORIA

PROPOSAL

1. Proposal of HOROWITZ CONCRETE E. PEORIA IL.
i. (Name and Address of Bidder)
For the improvement, designated in Paragraph 2 below, by the construction of sidewalk, driveway, and curb and gutter removal and replacement, timber retaining wall, incidental HMA, pavement patching, seeding, and site restoration.
2. The contract documents for the proposed improvements are those prepared by Farnsworth Group, INC. and approved in July 2020 which contract documents are designated as NORTH VALLEY TIF SIDEWALK IMPROVEMENTS.
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 he will comply with the applicable provisions of Section 100, General Requirements and Covenants.
5. The undersigned agrees to complete the work, by **November 13, 2020** unless additional time is granted in accordance with Article 108.08 of the Specifications.
6. Accompanying this proposal is a bid bond, certified check, or cashier's check 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 \$ BID BOND.

Attach Cashier's Check or Certified Check Here

4. EEO CERTIFICATION* (Check one):

We are presently applying for the EEO Certification. Employer Report Form (Form CC-1) is completed and enclosed.

Presently, we have the Employer Report Form (Form CC-1) on file with the City of Peoria, Office of Equal Opportunity and have a current Certificate of Compliance Number.

Certificate of Compliance Number: 02626-210930

**Please note there is a \$50.00 processing fee for new and renewal certification requests.*

15. The City of Peoria can increase or decrease this contract up to 25% to meet its budgetary needs.
16. The undersigned submits herewith this Schedules of Prices covering the work to be performed under this contract:

NORTH VALLEY TIF SIDEWALK IMPROVEMENTS

Item #	Item	Unit	Quantity	Unit Cost	Total
31101000	Subbase Granular Materials, Type B	TONS	610	25	15250
42300200	P.C.C. Driveway Pavement 6"	SQ YD	110	70	7700
42300400	P.C.C. Driveway Pavement 8"	SQ YD	820	80	65600
42400100	P.C.C. Sidewalk, 4"	SQ FT	16000	6.75	108000
44000200	Driveway Pavement Removal	SQ YD	850	18	15300
44000500	Combination Concrete Curb and Gutter Removal	FOOT	750	8	6000
44000600	Sidewalk Removal	SQ FT	12000	1.75	21000
20100110	Tree Removal	UNIT	6	70	420
X6060000	Combination Concrete Curb and Gutter, Width Varies	FOOT	750	40	30000
X4080052	Incidental Hot-Mix Surfacing (Special)	SQ FT	1550	10	15500
60260100	Inlet to be Adjusted	EACH	1	500	500
XX005964	Remove and Reset Brick Sidewalk	SQ FT	30	10	300
XX009289	Traffic Control and Protection (Special)	LSUM	1	3500	3500
25000110	Seeding Class I	ACRE	0.5	3600	1800
25100115	Mulch Method 2	ACRE	0.5	3600	1800
25000400	Nitrogen Fertilizer Nutrient	LBS	45	5	225
25000500	Phosphorus Fertilizer Nutrient	LBS	45	5	225
25000600	Potassium Fertilizer Nutrient	LBS	45	5	225
PEO 00005	Timber Retaining Wall	SQ FT	85	40	3400

CONTRACTOR'S PROPOSAL TO MAKE ALL IMPROVEMENTS:	296,745
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The undersigned further agrees that if awarded the contract for the sections contained in the following combinations, he will perform the work in accordance with the requirements of each individual proposal for the multiple bid specified in the schedule below.

(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:

(If a corporation)

Corporate Name HOROVITZ CONCRETE

Signed by Anne Horowitz

Business Address 128 LEGION LN
GEORGIA 31116

Insert Names
of Officers:

ANNE HOROVITZ
President
DARIN HOROWITZ
Secretary
DARIN HOROWITZ
Treasurer

Attest: [Signature]
Secretary

CITY OF PEORIA
SUBCONTRACTOR UTILIZATION STATEMENT

Section I (select all that apply)

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

Section II
PRIME CONTRACTOR

Name: HOROWITZ CONCRETE
 Address: 128 LEGION LN. E. PEORIA
 Phone: 205 4757
 Contact Person: DAVID
 Email: _____

PROJECT

Name: N. VALLEY SIDEWALK IMPROVEMENTS
 Total Contract Value: 296,000

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

Section III: Selected Subcontractors

Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
C JL	WBE	7,700		BACK FILLING, SEEPING, TIMBER WALL
KERRY GROWN	MBE	7,800		TRUCKING
TOTALS				

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

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

Subcontractor Name	Scope of Work Bid	Denial Reason

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

CONTINUES ON NEXT PAGE

Section V: Subcontractors Contacted (M/WBE Only)

Subcontractor Name	Method of Contact	Contact Outcome
BUDDYS	EMAIL	NO RESPONSE
DUHBNR		
SEARLE		
KERRY BROWN		

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

Section VI

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

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

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



 Signature of Prime Contractor

8/6/20

 Date

For Office Use Only
 Reviewed by: _____



Proposal Bid Bond

RETURN WITH BID

Route _____
Municipality City of Peoria
Rd. Dist./Twnshp _____
County Peoria
Section _____

WE HOROWITZ CONCRETE CO., INC.

as PRINCIPAL, an OLD REPUBLIC SURETY COMPANY as SURETY,

are held and firmly bound unto THE CITY OF PEORIA (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 4TH day of AUGUST A.D. 2020

Principal

(Company Name)
By: (Signature and Title)

HOROWITZ CONCRETE CO., INC.
By: DARIN HOROWITZ (Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

OLD REPUBLIC SURETY COMPANY
(Name of Surety)

Surety
By: ROBERT D BIELENBERG (Signature and Title)

STATE OF ILLINOIS,

COUNTY OF TAZEWELL
I, JEFFREY A PETEFISH

, a Notary Public in and for said county,

do hereby certify that DARIN HOROWITZ AND ROBERT D BIELENBERG
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4TH day of AUGUST A.D. 2020

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

My commission expires 02-26-2022
JEFFREY A PETEFISH



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: ROBERT D. BIELENBERG, JEFFREY A. PETEFISH, OF PEORIA, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED TWO MILLION DOLLARS(\$2,000,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

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

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17TH day of AUGUST, 2018.

Jane E. Cherney, Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic, President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 17TH day of AUGUST, 2018

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



Kathryn R. Pearson, Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

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

40-2714



Signed and sealed at the City of Brookfield, WI this 4TH day of AUGUST, 2020

Jane E. Cherney, Assistant Secretary

ALLENDER & CO.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

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PROPOSAL ITEMS

STATE OF ILLINOIS
CITY OF PEORIANOTICE TO CONTRACTORS1. Time and Place of Opening Bids.

Sealed proposals for the improvement described herein will be received at the Office of the City Engineer, Public Works Facility, 3505 N. Dries Lane, Peoria, Illinois, until **11:00 A.M., Thursday, August 6, 2020** and at that time publicly opened and read.

2. Description of Work.

(A) Proposed improvement is officially known as **NORTH VALLEY TIF SIDEWALK IMPROVEMENTS.**

(B) The proposed improvements consist of sidewalk improvements within City right-of-way in the area generally bounded by Jefferson Street, Spring Street, Adams Street, and Van Buren Street. Anticipated work includes sidewalk, driveway, and curb and gutter removal and replacement, pavement patching, timber retaining wall, incidental HMA seeding, and site restoration.

3. Instructions to Bidders.

(A) Plans, proposal forms, and specifications for the proposed project may be examined at the Office of the City Engineer, Public Works Facility, 3505 North Dries Lane, Peoria, IL. Before plans and specifications may be obtained, contractors must be pre-qualified. Complete sets of plans and proposal forms may be obtained electronically by emailing a request for plans to pwdropbox@peoriagov.org.

(B) All proposals must be accompanied by cash, certified check, cashier's check, or a bid bond for not less than five percent (5%) of the amount of the bid. The successful bidder will be required to furnish a satisfactory Performance Bond for the full amount of the contract, with sureties, to be approved by the City Engineer. The two lowest bidders must file within 24 hours after the letting an Affidavit of Availability (form BC57) in duplicate. **Compliance with the Illinois Prevailing Wage Act is required under this contract**

4. Rejection of Bids.

The City of Peoria reserves the right to waive technicalities and to reject any or all proposals.

STATE OF ILLINOIS
CITY OF PEORIA

PROPOSAL

1. Proposal of _____
i. (Name and Address of Bidder)
For the improvement, designated in Paragraph 2 below, by the construction of sidewalk, driveway, and curb and gutter removal and replacement, timber retaining wall, incidental HMA, pavement patching, seeding, and site restoration.

2. The contract documents for the proposed improvements are those prepared by Farnsworth Group, INC. and approved in July 2020 which contract documents are designated as NORTH VALLEY TIF SIDEWALK IMPROVEMENTS.

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 he will comply with the applicable provisions of Section 100, General Requirements and Covenants.

The undersigned agrees to complete the work, by **November 13, 2020** unless additional time is granted in accordance with Article 108.08 of the Specifications.

6. Accompanying this proposal is a bid bond, certified check, or cashier's check 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 \$ _____.

Attach Cashier's Check or Certified Check Here

7. 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.
8. Each pay item shall have a unit price and a total price.
9. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
10. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
11. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
12. 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 bid-rigging or bid-rotating and has not been suspended or debarred from receiving federal funding.~~

13. 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.

14. EEO CERTIFICATION* (Check one):

We are presently applying for the EEO Certification. Employer Report Form (Form CC-1) is completed and enclosed.

Presently, we have the Employer Report Form (Form CC-1) on file with the City of Peoria, Office of Equal Opportunity and have a current Certificate of Compliance Number.

Certificate of Compliance Number: _____

**Please note there is a \$50.00 processing fee for new and renewal certification requests.*

15. The City of Peoria can increase or decrease this contract up to 25% to meet its budgetary needs.
16. The undersigned submits herewith this Schedules of Prices covering the work to be performed under this contract:
-

NORTH VALLEY TIF SIDEWALK IMPROVEMENTS

<u>Item #</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>
31101000	Subbase Granular Materials, Type B	TONS	610		
42300200	P.C.C. Driveway Pavement 6"	SQ YD	110		
42300400	P.C.C. Driveway Pavement 8"	SQ YD	820		
42400100	P.C.C. Sidewalk, 4"	SQ FT	16000		
44000200	Driveway Pavement Removal	SQ YD	850		
44000500	Combination Concrete Curb and Gutter Removal	FOOT	750		
44000600	Sidewalk Removal	SQ FT	12000		
20100110	Tree Removal	UNIT	6		
X6060000	Combination Concrete Curb and Gutter, Width Varies	FOOT	750		
X4080052	Incidental Hot-Mix Surfacing (Special)	SQ FT	1550		
60260100	Inlet to be Adjusted	EACH	1		
XX005964	Remove and Reset Brick Sidewalk	SQ FT	30		
XX009289	Traffic Control and Protection (Special)	LSUM	1		
25000110	Seeding Class I	ACRE	0.5		
25100115	Mulch Method 2	ACRE	0.5		
25000400	Nitrogen Fertilizer Nutrient	LBS	45		
25000500	Phosphorus Fertilizer Nutrient	LBS	45		
25000600	Potassium Fertilizer Nutrient	LBS	45		
PEO 00005	Timber Retaining Wall	SQ FT	85		

CONTRACTOR'S PROPOSAL TO MAKE ALL IMPROVEMENTS:	
---	--

The undersigned further agrees that if awarded the contract for the sections contained in the following combinations, he will perform the work in accordance with the requirements of each individual proposal for the multiple bid specified in the schedule below.

(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: _____

(If a corporation) Corporate Name _____

Signed by _____

Business Address _____

Insert Names of Officers:
President _____
Secretary _____
Treasurer _____

Attest: _____
Secretary



Proposal Bid Bond

FILE NO. 20-212

RETURN WITH BID

Route
Municipality City of Peoria
Rd. Dist./Twnshp
County Peoria
Section

WE _____ as PRINCIPAL, an _____ as SURETY,

are held and firmly bound unto THE CITY OF PEORIA (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section. THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

Principal

(Company Name)
By: (Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.) Surety

(Name of Surety) By: (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county,

do hereby certify that _____ (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

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

My commission expires _____

(Notary Public)

Section V: Subcontractors Contacted (M/WBE Only)

Subcontractor Name	Method of Contact	Contact Outcome

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

Section VI

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

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

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

Signature of Prime Contractor

Date

For Office Use Only
Reviewed by: _____

CITY OF PEORIA M/WBE PARTICIPATION WAIVER REQUEST

PRIME CONTRACTOR

Name: _____
Address: _____
Phone: _____
Contact Person: _____

PROJECT

Name: _____

We hereby request to waive all of the MBE and WBE participation goals on the above named project and self-perform all work for the following reason(s). The firm further affirms that the stated reasons and documents provided are true and correct and not misleading: **(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED WHERE INDICATED.)**

- 1. No MBEs/WBEs responded to our invitation to bid. _____
- 2. No subcontracting opportunities exist. (Attach explanation) _____
- 3. The award of subcontract(s) is impracticable. (Attach explanation) _____

SIGNED: _____
(Company Official)

DATE: _____

FOR OFFICE USE ONLY

APPROVED

DISAPPROVED

REVIEWED BY _____

DATE _____

GENERAL CONDITIONS

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 "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2020, and 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 January 1, 2002, included herein which apply to and govern the construction of the NORTH VALLEY TIF SIDEWALK IMPROVEMENTS, 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.

DESCRIPTION OF WORK

The NORTH VALLEY TIF SIDEWALK IMPROVEMENTS consist of sidewalk improvements within City right-of-way in the area generally bounded by Jefferson Street, Spring Street, Adams Street, and Van Buren Street. Anticipated work includes sidewalk, driveway, and curb and gutter removal and replacement, timber retaining wall, incidental HMA, pavement patching, seeding, and site restoration.

PROJECT LOCATIONS & QUANTITIES

The locations for the NORTH VALLEY TIF SIDEWALK IMPROVEMENTS are within City right-of-way in the area generally bounded by Jefferson Street, Spring Street, Adams Street, and Van Buren Street. See attached target maps.

It is anticipated that a pre-construction meeting will be held around mid-to-late August 2020 which will allow for construction to begin shortly thereafter.

The Contractor shall work with the City to develop weekly schedules for the City to show where work will be performed in the coming week. The City shall use this information to coordinate informing property owners of upcoming driveway closures and other work.

The Contractor makes this bid with the understanding that the quantities are approximate only, and that the Engineer expressly reserves the right to increase or reduce quantities as deemed necessary for the successful completion of the project.

CONSTRUCTION LAYOUT AND STAKING

General construction limits are attached in the bid documents. The Contractor shall be responsible for establishing final construction limits required to meet sidewalk and adjacent facility grading requirements. Construction layout, staking, elevation control, or analysis other than referenced above shall not be provided by the City or Engineer. Any cost on these items required by the Contractor to complete the work properly shall not be paid for separately but shall be included in the cost of the respective pay items.

EXAMINATION OF EXISTING CONDITIONS AND EXISTING CONDITION DOCUMENTATION

It is the responsibility of each bidder to satisfy himself/herself as to conditions he/she will encounter in performing the work. Failure to do so will not be considered as grounds for additional compensation for unforeseen adverse conditions encountered during the progress of the work.

ADDITIONAL MOBILIZATION COST

There will be no additional payment for mobilization with this contract. Mobilization is to be incidental within each of the pay code items of this contract.

ADDITIONAL WORK, CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for coordinating additional work with a property owner. Additional work shall be defined as any work requested by the property owner that was not originally planned by the City or its Consultant. Typical forms of additional work will be driveway approaches and adjustments beyond the limits of the City's planned improvements, privacy walks between the sidewalk and curb; private walks and steps behind the sidewalk, private tree trimming/removal; replacement of private retaining wall not otherwise damaged by contractor, and replacement of sidewalk, curb, or other items that were not agreed upon by the City.

The City will also participate in private walk & step adjustments as needed up to 5 feet in the front and back of the sidewalk. Any additional items needed or requested by the property will be considered additional work.

The respective property owner shall bear the financial responsibility for any additional work as defined above. It is the contractor's responsibility to negotiate and establish an agreed price with any property owner where additional work is required. The city has no obligation, financial or otherwise, as it pertains to additional work.

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 representative of the City of Peoria.

The Engineer will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs.

Article 101.19 Inspector. The authorized representative of the Engineer assigned to make detailed observations or 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.

FAILURE TO COMPLETE WORK ON TIME

Should the Contractor fail to complete the work by **November 13, 2020**, 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.

RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify and save harmless the CITY OF PEORIA, its officers, agents, 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) 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, 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 his 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, his 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 his reasons, in writing, for said refusal if requested by the contractor.

Contractors who have done similar work and an improvement 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 his reasons for disapproving any contractor from bidding on the proposed improvement.

CONTRACTOR'S INSURANCE

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

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

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

COMPENSATION INSURANCE

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

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

OWNER'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE INSURANCE

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

AUTOMOBILE INSURANCE

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

UMBRELLA COVERAGE

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

ADDITIONAL INSURED ENDORSEMENT

All Liability insurance policies shall name the City of Peoria its officers, directors, employees, agents, representatives, subsidiaries, successors, and assigns, as additional insureds, shall be primary to any other insurance carried by the City of Peoria and shall provide coverage consistent with ISO CG 20 26, and shall maintain the required coverages, naming the City of Peoria as an 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 representatives, 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.

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 Roadwork Special Provision.

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 Engineer at least forty-eight (48) hours in advance of either discontinuing or resuming operations.

If an Engineer or an Inspector for the City of Peoria Engineering Division is not on the job and notification as required has been given, the contractor in charge of the work shall immediately notify the Engineering Division that work has been resumed and request that the Project Engineer in charge of work for the City Engineering Division be notified.

Work performed without proper notification to the City Engineering Division as indicated herein may be rejected by the Engineer for the City of Peoria 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 plans and specifications.

EXISTING UNDERGROUND FACILITIES

The City of Peoria and its agents 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 and its agents.

COOPERATION WITH UTILITY COMPANIES

It is understood and agreed that the contractor has considered, in his 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 him 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 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, Comcast Communications, SBC, 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 must be received by the City of Peoria Engineering Division 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.

CERTIFIED PAYROLL REQUIREMENTS

Contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis 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 on EPrismSoft, per the EEO guidelines outlined in Section VII of the Good Faith Efforts Requirements, herein.

PREVAILING WAGE PROVISION

This contract is for the performance of "public works" as that term is defined by 820 ILCS 130/2. Not less than the prevailing rate of wages as found by the Illinois Department of Labor or determined by a Court on review shall be paid to all laborers, workers and mechanics performing work under this contract.

It shall be the contractor's responsibility to monitor the prevailing wages and adjust his payroll accordingly as soon as any rates are revised by the Department of Labor.

Updated rates may be found here:

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

Peoria County Prevailing Wage for January 28, 2020

(See explanation of column headings at bottom of wages)

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.

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 item of work for which the traffic control is needed, and no additional compensation will be allowed.

ITEMS DESIGNATED FOR REMOVAL AND EXCAVATION

All removal items and excavated material remain the property of the Contractor unless otherwise indicated in the contract documents. The Contractor shall dispose of the removed items and/or excavated material outside the limits of the improvement as the Contractor may provide. Excavated material to remain on the job site shall be placed as directed by the Engineer.

CITY SIGNS

The contractor, at his 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.

TRAFFIC CONTROL & PROTECTION

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.

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; 701502-09; 701601-09; 701602-10; 701606-10; 701701-10; 701801-06; and 701901-08)

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 701901-08. The work shall be performed as directed by the Engineer.

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 Engineer.

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. He 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 his 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 pick up in the neighborhood along with notifying in writing no less than 3 calendar days before removing any part of existing alleys or driveways.

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

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 of existing trees by machinery or other means. Any damage shall be corrected as directed by the Engineer at the expense of the Contractor.

VAULTS

After the wall of the structure has been blocked (at property owner expense) and the concrete floor broke; the vault shall either be filled with flowable fill within 2" of grade and leveled with CA-6 or filled completely with granular material as directed by engineer within 10" of grade and topped with 6" of CA-6. All costs will be paid for per Article 109.04.

SAWCUTTING

Sawcutting shall be required at all locations where new concrete meets existing concrete unless otherwise approved by the Engineer. This shall be considered incidental to the item of construction involved and no additional compensation will be allowed. Sawcuts shall be parallel/perpendicular with existing curb, sidewalks and or drives

CONTACT PERSON

The City's designated Engineer will be responsible for this contract. Any questions you may have in reference to any portion of the bidding process can be directed to the Public Works Department. The City's contact is Jane Gerdes, PE, jgerdes@peoriagov.org.

EQUAL OPPORTUNITY REQUIREMENTS

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.

(Revised 01/04)



MINORITY AND WOMEN'S BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

REQUIREMENTS FOR GOOD-FAITH EFFORTS (Projects exceeding \$50,000)

Description of Program

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

Pre-Bid Efforts when Awarding Subcontracts

- A. Bidders are required to contact and solicit, in writing, bids from M/WBEs for available subcontracting. In seeking solicitations, bidders are to identify the portion(s) of work to be subcontracted and offer to break down any portion(s) of work into economically feasible units in order to facilitate M/WBE participation. Bidders also are to provide the name of a specific contact person in their notice to the M/WBEs. Contact shall be made prior to bid opening. The name of each company contacted, the date and method must be submitted with bid documents.

The low bidder shall provide to the City of Peoria, upon request, copies of faxes, letters, and e-mails sent to M/WBEs

- B. Bidders who are a MBE or WBE are not exempt from soliciting bids for available subcontracting. The bidder is required to contact, in writing, firms that will help the bidder meet the participation goal for the targeted group opposite to which the bidder belongs. If the bidder is identified as both a MBE and WBE, the participation goals shall be deemed to have been met.

In seeking solicitations, bidders are to identify the portion(s) of work to be subcontracted and offer to break down any portion(s) of work into economically feasible units in order to facilitate M/WBE participation. Bidders also are to provide the name of a specific contact person in their notice to the M/WBEs. Contact shall be made prior to bid opening. A list containing the name of each company contacted, the date and method must be submitted with bid documents.

The low bidder shall provide to the City of Peoria, upon request, copies of faxes, letters, and e-mails sent to M/WBEs.

III. Good-Faith Efforts Documentation when Utilizing Subcontractors

- A. All Bidders must provide proof of its compliance with the pre-bid requirements and good-faith efforts to the City. Both the pre-bid documentation and the support documentation requested below must be submitted with bid documents.
1. All Bidders must submit a properly completed "**Subcontractor Utilization Statement.**" All Bidders must provide the scope of work to be performed, the dollar amount to be paid, and the percentage amount of the contract for each company listed.
 2. All Bidders must submit a list of qualified M/WBE's who submitted proposals but will not be utilized. This list must include a justification for not accepting the proposed bid.
- B. Disputes arising from the enforcement of these requirements will be resolved by the Equal Opportunity Office.

IV. Waiver Requirements When Self-Performing All Work

- A. All bidders will make every effort to make subcontract opportunities available to M/WBEs. However, if such an opportunity cannot be made available, the Bidder must seek a waiver by submitting "**M/WBE Participation Waiver Request.**" The waiver request must be submitted to the City of Peoria with bid documents.
- B. For the M/WBE waiver request to receive consideration, the following supportive documentation that applies must accompany the form:
1. A narrative describing the Bidder's good faith efforts to secure M/WBE participation prior to bid opening.
 2. A notarized affidavit attesting the Bidder did not receive inquiries or proposals from qualified M/WBEs in response to the required notification prior to bid opening.

3. 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.*
4. 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

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.

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)

- i. When an M/WBE participates in a contract, count only the value of the work actually performed by the M/WBE toward M/WBE participation goals.
 1. Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (i)(2) of this section) that is performed by the M/WBE's own forces. Include the cost of supplies and materials obtained by the M/WBE for the work of the contract including supplies purchased or equipment leased by the M/WBE (except supplies and equipment the M/WBE subcontractor purchases or leases from the prime contractor or its affiliate).
 2. Count the entire amount of fees or commissions performed by an M/WBE firm towards M/WBE goals if that firm provides the Apparent Low Bidder a bona fide professional, technical,

consultant, or managerial service or provides bonds or insurance specifically required in a City of Peoria contract.

3. If an M/WBE subcontracts a portion of its work to an M/WBE, 100% of the value of the subcontracted work may be counted toward the M/WBE goal, but any portion of the work the M/WBE subcontracts to a non-M/WBE does not count toward the M/WBE goal.
 - ii. 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.
 - iii. Count expenditures to an M/WBE contractor toward M/WBE goals if, and only if, the M/WBE is performing a commercially useful function on that contract.
 1. An M/WBE performs a commercially useful function when it is responsible for performing, managing, and supervising its contracted work; moreover, with respect to materials and supplies used on the contract, it must also be responsible for negotiating its price, and purchasing and managing those supplies.
 2. An M/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of M/WBE participation. It should be noted that an effort contrived to give the appearance of M/WBE participation is not considered a good faith effort and is considered an ethical violation that is subject to sanctions outlined in section V.
 3. If an M/WBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, you must presume that it is not performing a commercially useful function and the dollar amount of that work will not count toward the M/WBE goals.
 4. When an M/WBE is presumed the City of Peoria not to be performing a commercially useful function as provided in paragraph (iii)(3) of this section, the M/WBE may present evidence to rebut this presumption. Your rebuttal is subject to review by the City of Peoria.

- iv. Use the following factors in determining if an M/WBE trucking company is performing a commercially useful function:
1. 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.
 2. The M/WBE trucking company must own and operate at least one fully licensed, insured, and operational truck used on the contract.
 3. 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.
 4. 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.
 5. 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.
 6. 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.
- v. Count expenditures with M/WBEs for materials and supplies toward M/WBE goals in the following manner:
1. If the materials or supplies are obtained from an M/WBE manufacturer, count 100% of the cost of the materials or supplies toward M/WBE goals.

Note: For purposes of this paragraph (v)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

2. 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.

(A) 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.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (v)(2), if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of the paragraph (v)(2).

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

VII. Record Keeping and Reporting

- A. The General Contractor and subcontractors agree to maintain records demonstrative of its good faith efforts to comply with the participation goals attached to the project. This would include, but not limited to, names of M/WBEs and non-minority firms awarded subcontracts, including dollar amount of the contract, payments to subcontractors, and weekly certified payroll reports. These records shall be made available to the City of Peoria.

- B. All information will be provided through ePrismSoft, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Peoria. To activate access, the General Contractor and subcontractors must contact Human Capital Development at webnfo@eprismsoft.com or 309/692-6400.

VIII. Sanctions

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

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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.

ROADWORK SPECIAL PROVISIONS

SALVAGING EXISTING MATERIAL

All existing municipally owned street castings, millings and pavement brick, in usable condition within the limits of the improvement shall, if not required for further use in the construction of the improvement, be carefully excavated and 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. Said street castings, millings, and pavement brick shall be separated from other removal materials and hauled by the Contractor to the City's yard on Darst Street. The Contractor shall contact Sie Maroon at 309-645-5139, in advance of hauling salvaged materials to the City's yard on Darst Street.

The cost of salvaging and hauling existing municipally owned street castings, millings and pavement brick, as outlined herein, will not be paid for separately, but the cost shall be included in the contract unit price for the item of construction involved.

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.

This documentation shall be included in applicable item of construction and shall not be paid for separately.

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.

EARTH EXCAVATION AND TOPSOIL

This work shall be performed in accordance with the applicable articles of Section 202 of the Standard Specifications.

Add the following provision to Section 202: Topsoil material suitable for growing grass shall be excavated and stockpiled within the right-of-way or other approved location on the construction site for Topsoil Placement. This excavation shall be part of the Earth Excavation work. No additional compensation will be allowed for the stockpiling work.

Any Earth Excavation that is suitable for fill embankment material shall be placed and compacted in fill areas. Disturbed areas shall be capped and prepared with 4 inches of topsoil suitable for growing grass. All unsuitable material shall be the property of the Contractor and be removed from the site. Hot-mix asphalt and concrete shall not be allowed to be used as fill material. No payment for overhaul will be allowed for material moved to or from any source.

This work shall not be measured for payment separately but shall be included in the pertinent pay items.

SUBGRADE PREPARATION

The Contractor shall be required to complete this work in accordance with Section 301 of the Standard Specifications except as modified below.

Subgrade Preparation shall not be measured and paid for separately but shall be included in the unit cost for the applicable pay items including curb and gutter, pavement patching, sidewalk, and driveway pavements.

SUBBASE GRANULAR MATERIAL

This item shall be in accordance with applicable portions of Section 311 of the "Standard Specifications for Road and Bridge Construction."

Locations where existing curb, combination curb & gutter, gutter flag, sidewalk, or combination curb & sidewalk are being removed and replaced – this work shall consist of placing additional Subbase Granular Material, Type B as directed by the Engineer to prepare the sub-base to the proper elevation. This work shall be performed at the discretion of the Engineer. The thickness of aggregate required will vary. This work will be paid for at the contract unit price per TON for SUBBASE GRANULAR MATERIAL, TYPE B.

Locations where new curb, combination curb & gutter, gutter flag, sidewalk, or combination curb & sidewalk are being constructed for the first time - this work shall consist of providing a minimum of four inches (4") of Subbase Granular Material, Type B having a gradation of CA-6, compacted in place to provide the proper sub-base for curb, combination curb & gutter, gutter flag, sidewalk, and combination curb & sidewalk in accordance with the plans and as directed by the Engineer. This work will be paid for at the contract unit price per TON for SUBBASE GRANULAR MATERIAL, TYPE B.

All excavation required to prepare the sub-grade prior to placement of the granular material will not be paid for separately but included in the cost of the item the granular material is required for.

P.C.C. DRIVEWAY PAVEMENT, 6" & 8"

This work shall consist of constructing a 6" & 8" P.C.C. driveway pavement as directed by the Engineer. Provisions shall be made for satisfactory transition between the proposed driveway pavement and the existing pavement to remain in place. This work shall be in accordance with applicable portions of Section 423 of the "Standard Specifications for Road and Bridge Construction."

The method of measurement shall be the total exposed surface area of the driveway in square yards for each property. Monolithically-poured driveway-and-depressed curbs shall be measured as part of the driveway pavement. In the case of a separately-poured curb and driveway pavement, the curb shall be measured per the pay code description of PCC Combination Curb and Gutter.

This work shall be paid for at the contract unit price per SQUARE YARD of P.C.C. DRIVEWAY PAVEMENT, 6" or P.C.C. DRIVEWAY PAVEMENT, 8", which shall include all labor, earth backfill, granular backfill, materials, curing compound, 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.

Contraction joints shall be tooled. Expansion Joints shall be placed at maximum 50-foot intervals and where proposed sidewalk abuts existing or proposed curb, sidewalk, driveway pavement, or concrete steps. Where sidewalk crosses the proposed driveway, the sidewalk jointing pattern shall be continued through the driveway pavement and the thickness shall be 6 inches for residential driveways and 8" for commercial driveways and paid for as driveway pavement. Expansion joints shall be made with three-quarter-inch thick bituminous pre-molded joint filler.

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, excavation, earth backfill along the sidewalk, curing compound, tools and equipment necessary to complete this work as specified.

As soon as the concrete has cured enough so as to not cause marring or other damage to the concrete, the Contractor shall saw-cut contraction joints in the curb at intervals not to exceed 15'. When combination concrete curb and gutter is poured adjacent to the sidewalk, the Contractor shall ensure that the expansion and contraction joints match the sidewalk joints to prevent random cracking.

BRICK REPAIRS

There may be brick sidewalk repairs conducted under this contract. There may also be brick sidewalks replaced with concrete sidewalks. Where new concrete sidewalk will abut to existing brick sidewalk the contractor will be responsible for making any necessary adjustments to the brick sidewalk to match the new concrete sidewalk. The City will provide any new brick required for the necessary adjustments. In areas where brick sidewalks are to remain, brick removal and reset may be needed as indicated by the City. This works shall be performed in accordance with applicable sections of the IDOT Standard Specifications and City Standards.

This work shall be paid per bid unit price per square foot for REMOVE AND RESET BRICK SIDEWALK and shall included any necessary base repair and incidental work.

DRIVEWAY PAVEMENT REMOVAL, PAVEMENT REMOVAL

This work shall consist of the removal of all driveway pavement and other pavements 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 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 DRIVEWAY PAVEMENT REMOVAL and 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.

COMBINATION CURB & GUTTER REMOVAL

This work shall consist of the removal of all existing curb 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 FOOT for COMBINATION CURB & GUTTER 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 and includes all types of curb, and combination curb and gutter.

SIDEWALK REMOVAL

This work shall be performed in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction" and include all materials, equipment, labor and work (including excavation, furnished excavation, embankment, and restoration) to remove both brick and PCC sidewalk.

Locations and utilization of this work will be determined by field conditions at the sole discretion of the Engineer. Payment for removal and replacement will not be allowed for items removed beyond the limits of construction or those items damaged 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 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.

INLETS TO BE ADJUSTED

This work shall be done in accordance with the applicable portions of Section 602 of the Standard Specifications and in the presence of the Engineer.

The Contractor shall be responsible for assuring that the castings are not damaged during removal. Castings damaged by the Contractor will be replaced at the Contractor's expense.

This work shall be paid for at the contract unit price per EACH for INLETS TO BE ADJUSTED and shall include all labor, materials, tools, and equipment necessary to complete this work.

TREE REMOVAL, 6 TO 15 UNITS

This work shall be performed in accordance with IDOT Standard Specification Section 201. Specifically, this work is proposed for the following sites:

- Abington St. on North Side – 6 Units

The Contractor shall exercise care to prevent any disturbance to any such existing underground and overhead utilities. These specified locations and any other locations found to be in conflict by the Contractor must be verified with the Engineer's Representative before any removal takes place. The Engineer's Representative shall mark the tree for removal with paint. Any removals performed without prior notification and agreement of the Engineer's Representative shall be done and reconstructed without payment by the City.

The Contractor shall backfill the stump area with 12" soil, suitable for growing grass.

This work will be paid for at the contract unit price per UNIT for TREE REMOVAL 6 TO 15 UNITS, which shall include all labor, earth backfill, root cutting, materials, tools and equipment necessary to complete this work as specified.

COMBINATION CONCRETE CURB & GUTTER

This work shall be in accordance with Section 606 of the Standard Specifications, special details included with the contract documents, and as directed by the Engineer. The combination curb & gutter shall be formed on both the front and back, and the curb portion shall have the same curved face as the existing curb. A minimum of one expansion joint shall be installed per each section of curb & gutter replacement and as detailed in the plans. New curb and gutter shall match adjacent section types and dimensions.

As soon as the concrete has cured enough so as to not cause marring or other damage to the concrete, the Contractor shall saw-cut contraction joints in the curb at intervals not to exceed 15'. When combination concrete curb and gutter is poured adjacent to the sidewalk, the Contractor shall ensure that the expansion and contraction joints match the sidewalk joints to prevent random cracking.

This work shall be paid for at the contract unit price per FOOT for COMBINATION CONCRETE CURB & GUTTER, regardless of the type required, which shall include all labor, excavation, earth backfill, curing compound, material, & equipment necessary to complete the work. Curing compound shall be applied to all exposed surface and will be considered incidental to this item of work.

INCIDENTAL HOT-MIX ASPHALT SURFACING (SPECIAL)

This item will be constructed in accordance with section 408 of the "Standard Specifications for Road and Bridge Construction", except that all necessary BITUMINOUS MATERIALS (PRIME COAT) and

AGGREGATE (PRIME COAT) will be included in the cost of this item. The work will consist of sawing and milling a minimum of 3" in depth and one foot from the face of curb or outside edge of gutter flag, in the areas disturbed during removal, disposal of asphalt, grading and compacting base if necessary, applying the prime coat, and placing 3" of Hot-Mix Asphalt Surface Course. This work will also consist of placing concrete base course or aggregate base course at the direction of the engineer if needed to fill the void between the new curb or gutter and existing pavement. This work will not be paid for separately but included in the cost of the Incidental Hot-Mix Asphalt Surfacing (Special).

The work will be paid for at the contract unit price per SQ FT for INCIDENTAL HOT-MIX ASPHALT SURFACING (SPECIAL), which shall include all saw cutting, removal, prime, concrete base course, aggregate base course, excavation, labor, tools, materials and equipment necessary to complete the work as specified.

TIMBER RETAINING WALL

Work includes furnishing and installing timber retaining walls to the satisfaction of the Engineer in accordance with Section 507 of the Standard Specifications for Road and Bridge Construction.

Timber & Galvanized Spikes Specifications

The timbers shall be pressure treated, according to Article 1007 of the Standard Specification for Road and Bridge Construction. Minimum thickness shall be 6". If the wall is greater than 3.5' high, consult a Structural or Geotechnical Engineer. The spike shall be of sufficient length to secure timbers together.

Timber tiebacks shall be placed at 8'O.C. and shall be a minimum of 4' long spiked to the wall.

Permeable backfill shall be placed behind the wall. One timber shall below finished grade on a compacted and level sub base.

Spikes shall be galvanized in accordance with the applicable sections of Article 1000 of the Standard Specifications. The spikes shall be of sufficient length to secure timbers together.

Backfill and Drainage Specifications

Backfill material to consist of open graded aggregate 1" nominal size. The backfill should be placed to within 4" from the top of wall to the bottom of the subgrade. Backfill shall be placed in accordance with the requirements of Article 502.10.

P.C.C. Sidewalk, 4" will be placed adjacent to the wall and backfill material.

2" Weep hole spacing between timbers shall be placed at sidewalk finished grade.

All equipment and labor required to perform this work will be paid for at the unit price per SQUARE FOOT of TIMBER RETAINING WALL.

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 item of the construction bid.

CONCRETE FIBERS

The contractor shall use macro-fibers in lieu of the welded wire mesh. The micro-fibers and dosage rate shall be approved by the engineer prior to use, *but shall be no less than 1 pound per cubic yard.* 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.

SEEDING AND MULCHING

This work shall consist of broadcasting Class I (Lawn Mixture) seed over all earthen areas disturbed by construction in accordance with Article 250 of the Standard Specifications. All seeded areas shall immediately be mulched using Method 2 in accordance with Article 251 of the Standard Specifications.

Earthen areas adjacent to elements of this contract shall be reestablished to the lines and grades of the ultimate contract work. This shall be done at no additional payment but shall be considered incidental to the construction contract.

SIDEWALK RAMPS FOR THE DISABLED

Sidewalk ramps shall be constructed per ADA requirement. Details of ramps are per Highway Standard 424001-11, 424006-04, 424011-04, 424016-05, 424021-05, 424026-03, and 424031-02. 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"; except where separately-poured Side Curb has been called for in the plans. The square footage will include the exposed vertical surface areas of the side curbs when poured monolithically with sidewalks.

Concrete Curb, Type B & Combination Concrete Curb & Gutter along the roadway will be paid for at the contract unit price per FOOT. There shall be a minimum of four inches of concrete placed below the panels.

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.

APPENDIX A

EEO DOCUMENTS

FILE NO. 20-212

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

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

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

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

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

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

Which form do I submit?

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

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

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

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

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

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

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

KEEP THIS PAGE FOR YOUR RECORDS

MINORITY AND WOMEN BUSINESS ENTERPRISE DIRECTORY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

MINORITY AND FEMALE WORKFORCE UTILIZATION

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

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

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

CONTRACT DELIVERABLES

CITY OF PEORIA SUBCONTRACTOR PAYMENT FORM

PRIME CONTRACTOR

Name: _____
 Address: _____
 Phone: _____
 Contact Person: _____

PROJECT

Name: _____
 Pay Estimate No: _____
 Percent Complete: _____ %
 Work Period: _____ to _____

INSTRUCTIONS: Complete the table below. If additional space is needed attach extra pages as needed and included all information listed in the table below; along with project name and prime contractor.

Subcontractor (Name)	Payment Amount	Payment Type (F-full/ P-partial)
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Total Payment Amount for Work Completed	\$	

This form is to verify the work completed and the amount paid to a subcontractor utilized on the above listed project. Under penalty of law for perjury or falsification, the undersigned certifies that the payment reported herein was made to the subcontractors listed.

 Signature of Prime Contractor

 Date

CITY OF PEORIA MONTHLY WORKFORCE ANALYSIS

Check appropriate status
 Contractor
 Subcontractor

Month Ending _____

Name: _____

Address: _____

Contact Person: _____ Phone: _____

Project: _____

Date Work Started: _____ Percent Complete: _____ %

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

_____ Subcontractor. Complete Part 1
_____ Self-Performance. Complete Part 2

Date: _____

PRIME CONTRACTOR

PROJECT

Name: _____
Address: _____
Phone: _____

Name: _____

PART 1

If changing from previously identified subcontractor to another, complete both From and To.

From Name _____
Address _____
Phone _____
Status _____ MBE _____ WBE _____ Non-M/WBE

To Name _____
Address _____
Phone _____
Status _____ MBE _____ WBE _____ Non-M/WBE

Contract Amount _____

Will scope of work change? _____ Yes _____ No

Describe change _____

Reason for Contractor Change _____

PART 2

Complete if deviating from intent to self-perform.

Prime Contractor will have to hire another contractor to perform work. _____ Yes _____ No

Change was due to _____ Emergency _____ Non-Emergency

Explain Situation _____

Describe good faith efforts to utilize M/WBE _____

Name of added Contractor _____
Address _____

Phone _____
Status _____ MBE _____ WBE _____ Non-M/WBE

Scope of Work _____ Contract Amount _____

Signed: _____ Contractor _____ Title

MISCELLANEOUS

CITY OF PEORIA
CONTRACT

This agreement, made and entered into this _____ day of _____, 2020, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and _____, Party of The Second Part for the improvement known as the _____;

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the Party of the First Part, and according to the terms expressed in the bond referring to these presents, the Party of The Second Part agrees with said Party of The First Part, at his/their own proper cost and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all the terms of this agreement, for the amount of _____ (\$ _____).

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

EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:

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

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

THE CITY OF PEORIA

BY: _____
City Manager

ATTEST: _____
City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

PARTY OF THE SECOND PART

(name of individual, firm, or corporation)

BY: _____
(member of firm or officer of corporation)

(If a Co-Partnership)

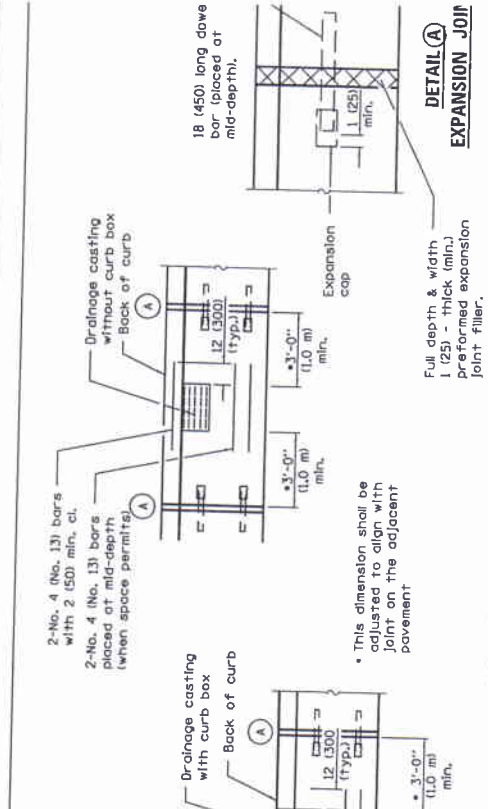
(seal)
(seal)

Partners doing business under the firm name
of _____ (seal)

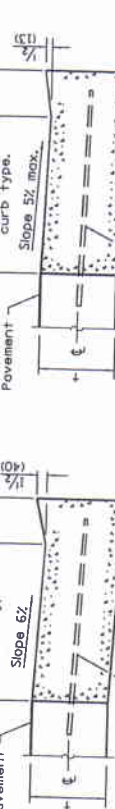
(Party of the second part)
(If an Individual)

(seal)

(Party of the second part)



DETAIL (A)
EXPANSION JOINT



DEPRESSED CURB (TYPICAL)



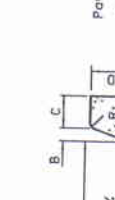
DEPRESSED CURB ADJACENT TO CURB RAMP ACCESSIBLE TO THE DISABLED



ADJACENT TO PCC BASE COURSE WITH HMA SURFACING



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ADJACENT TO PCC BASE COURSE WITH HMA SURFACING



ADJACENT TO PCC BASE COURSE WITH HMA SURFACING



BARRIER CURB



MOUNTABLE CURB



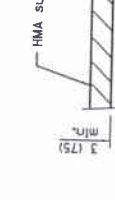
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ADJACENT TO PCC BASE COURSE WITH HMA SURFACING



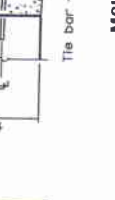
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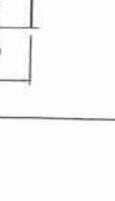
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ADJACENT TO PCC BASE COURSE WITH HMA SURFACING



ADJACENT TO PCC BASE COURSE WITH HMA SURFACING



GENERAL NOTES

The bottom slope of combination curb and concrete adjacent to pcc pavement shall be the same slope as the subbase or 6% when is omitted.
t = Thickness of pavement.
Longitudinal joint tie bars shall be No. 6 (No. 24 (600) centers in accordance with details longitudinal construction joint shown on Standard 420001.
A minimum clearance of 2 (50) between the tie bar and the back of the curb shall be maintained.
The dowel bars shown in contraction joints only be required for monolithic construction unless otherwise shown.
All dimensions are in inches (millimeters) unless otherwise shown.

REVISIONS

DATE	REVISIONS
1-1-13	Added general note regarding requirement for dowel bars.
1-1-09	Switched units to English (metric).

TABLE OF DIMENSIONS BARRIER CURB

TYPE	A	B	C	D	R ₁	R ₂
B-6.12	12	1	6	6	1	
(B-15.3)	(300)	(25)	(150)	(150)	(25)	
B-6.18	18	1	6	6	1	
(B-15.45)	(450)	(25)	(150)	(150)	(25)	
B-6.24	24	1	6	6	1	
(B-15.60)	(600)	(25)	(150)	(150)	(25)	
B-9.12	12	2	5	9	1	
(B-22.30)	(300)	(50)	(125)	(225)	(25)	
B-9.18	18	2	5	9	1	
(B-22.45)	(450)	(50)	(125)	(225)	(25)	
B-9.24	24	2	5	9	1	
(B-22.60)	(600)	(50)	(125)	(225)	(25)	

TABLE OF DIMENSIONS MOUNTABLE CURB

TYPE	A	B	C	D	R ₁	R ₂
M-2.06	6	2	4	2	3	2
(M-5.15)	(150)	(50)	(100)	(50)	(75)	(50)
M-2.13	12	2	4	2	3	2
(M-5.30)	(300)	(50)	(100)	(50)	(75)	(50)
M-4.06	24	4	3	4	3	NA
(M-10.15)	(600)	(100)	(75)	(100)	(75)	NA
M-4.12	12	4	3	4	3	NA
(M-10.30)	(300)	(100)	(75)	(100)	(75)	NA
M-4.18	18	4	3	4	3	NA
(M-10.45)	(450)	(100)	(75)	(100)	(75)	NA
M-4.24	24	4	3	4	3	NA
(M-10.60)	(600)	(100)	(75)	(100)	(75)	NA
M-6.06	6	6	2	6	2	NA
(M-15.15)	(150)	(150)	(50)	(150)	(50)	NA
M-6.12	12	6	2	6	2	NA
(M-15.30)	(300)	(150)	(50)	(150)	(50)	NA
M-6.18	18	6	2	6	2	NA
(M-15.45)	(450)	(150)	(50)	(150)	(50)	NA
M-6.24	24	6	2	6	2	NA
(M-15.60)	(600)	(150)	(50)	(150)	(50)	NA

CONCRETE CURB TYPE AND COMBINATION CONCRETE CURB AND GFI

STANDARD 606001-05

CONCRETE CURB TYPE AND COMBINATION CONCRETE CURB AND GFI

STANDARD 606001-05

CONCRETE CURB TYPE AND COMBINATION CONCRETE CURB AND GFI

STANDARD 606001-05

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CONCRETE CURB TYPE AND COMBINATION CONCRETE CURB AND GFI

STANDARD 606001-05

CONCRETE CURB TYPE AND COMBINATION CONCRETE CURB AND GFI

STANDARD 606001-05

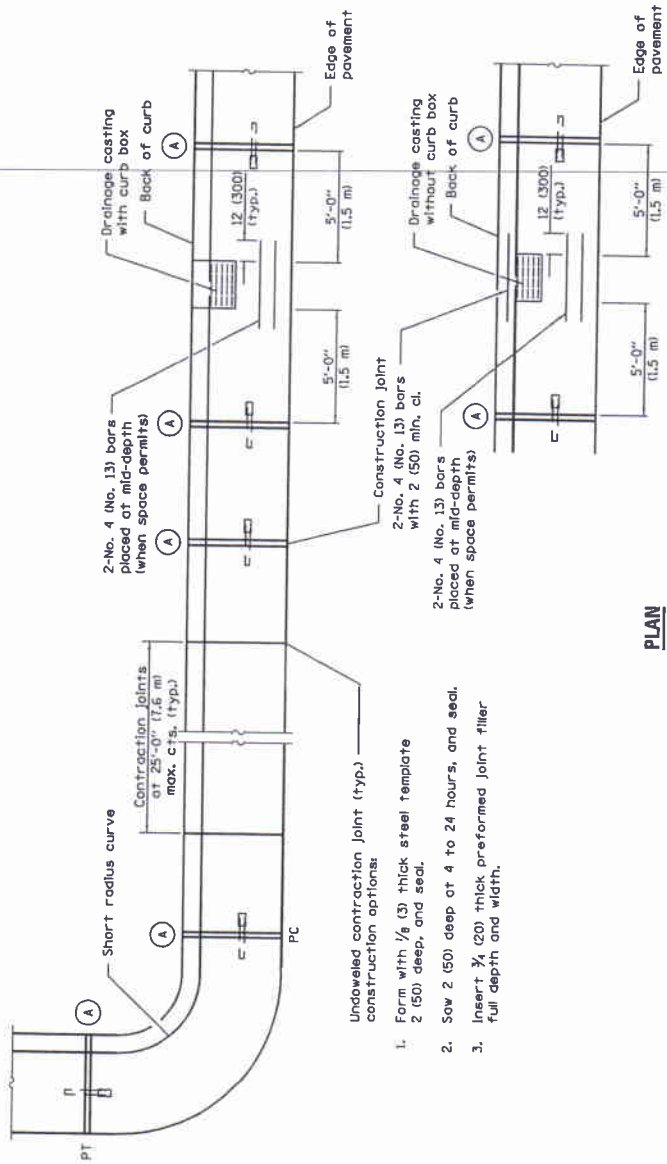
CONCRETE CURB TYPE AND COMBINATION CONCRETE CURB AND GFI

STANDARD 606001-05

Illinois Department of Transportation
 PASSED JONASCH, L. 2013
 ENGINEER OF POLICY AND PROCEDURES
 APPROVED JONASCH, L. 2013
 ENGINEER OF DESIGN AND ENVIRONMENT

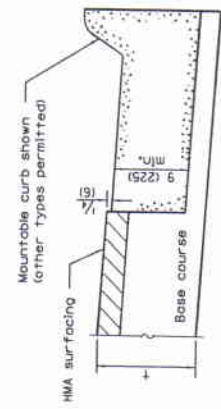
ISSUED 1-1-91

M-2.06 (M-5.15) and M-2.12 (M-5.30)

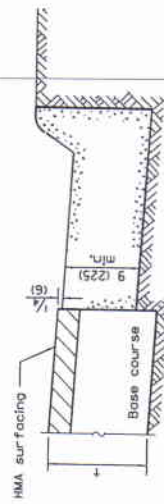


- Undeveloped contraction joint (typ.) construction options:
1. Form with $\frac{1}{8}$ (3) thick steel template 2 (50) deep, and seal.
 2. Saw 2 (50) deep at 4 to 24 hours, and seal.
 3. Insert $\frac{3}{4}$ (20) thick preformed joint filler full depth and width.

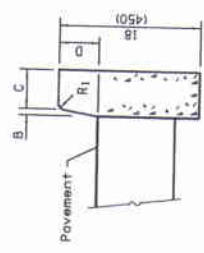
PLAN



ON DISTURBED SUBGRADE



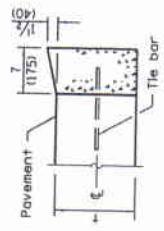
ON UNDISTURBED SUBGRADE



DEPRESSED CURB

BARRIER CURB

ADJACENT TO FLEXIBLE PAVEMENT



DEPRESSED CURB

BARRIER CURB

ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

CONCRETE CURB TYPE B

Illinois Department of Transportation

PASSED JANUARY 1, 2013

APPROVED BY *Michael S. Bond*

ENGINEER OF POLICY AND PROCEDURES

APPROVED BY *Michael J. Bond*

ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

ADJACENT TO FLEXIBLE PAVEMENT

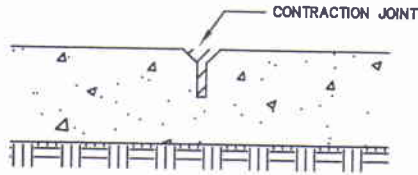
CONCRETE CURB TYPE AND COMBINATIONS

CONCRETE CURB AND GUTTER

(Sheet 2)

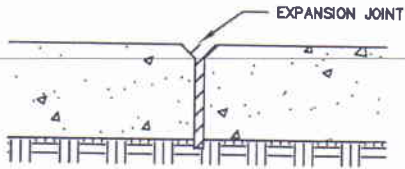
STANDARD 606001-05

1/2" x 1-1/2" JOINT SHALL BE TOOLED AND SAWED TO A DEPTH OF 1-1/2"



SECTION A-A
CONTRACTION JOINT

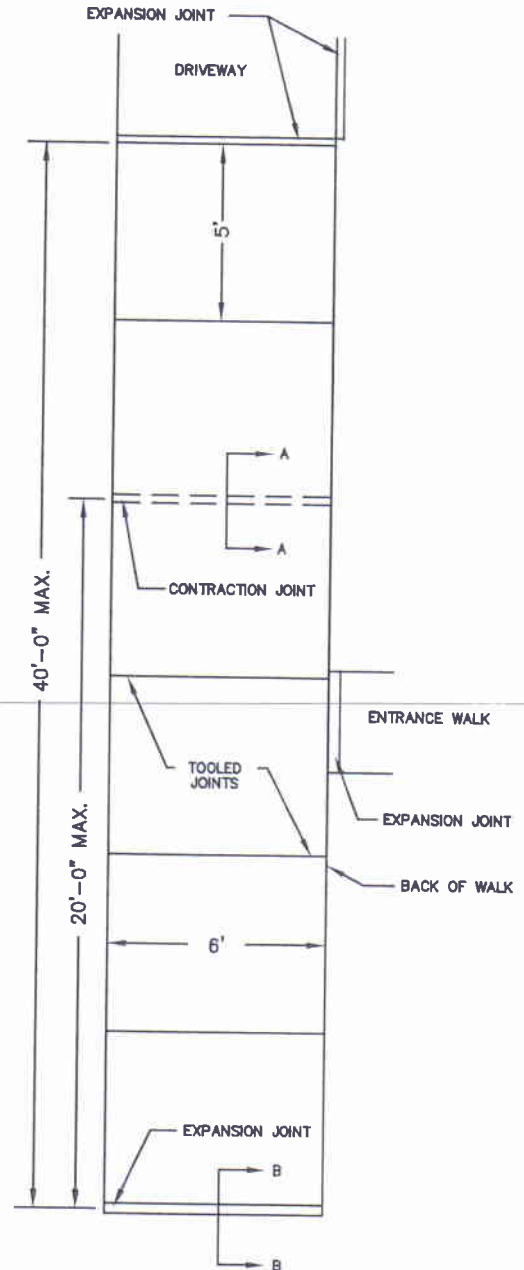
1/2" THICK PREFORMED JOINT FILLER SHALL BE INSTALLED 1/2" BELOW SURFACE OF SIDE WALK AND A BEAD OF ONE PART SELF LEVELING URETHANE SEALANT INSTALLED TO LEVEL OF SURFACE.



SECTION B-B
EXPANSION JOINT

NOTES:

1. CONTRACTION JOINTS SHALL BE SPACED SO THAT THE DISTANCE TO EXPANSION JOINTS ON EITHER SIDE SHALL NOT EXCEED 20 FEET. MAXIMUM DISTANCE BETWEEN EXPANSION JOINTS SHALL NOT EXCEED 40 FEET.



CONTRACTION AND EXPANSION JOINT DETAIL
P.C.C. SIDEWALK, 4"

NOTE:

ALL FOAM/FELT EXPANSION JOINTS SHALL BE CAULKED WITH SELF LEVELING CAULK, COVERING THE SURFACE OF THE JOINT. RUBBERIZED EXPANSION JOINTS ARE NOT REQUIRED TO BE CAULKED.



CITY OF PEORIA

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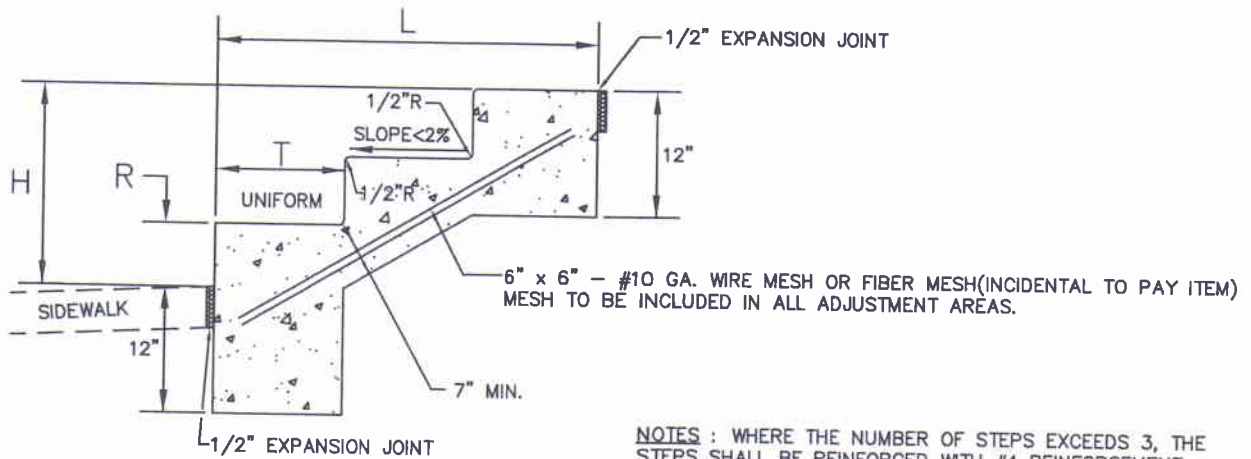
CONTRACTION & EXPANSION JOINTS

DRAWN BY:

BY: SML

DATE:

REVISED: 04/06/16



T = TREAD = 12"
 R = RISER = 4" MINIMUM TO 7" MAXIMUM
 ALL RISERS SHALL BE CONSTRUCTED TO EQUAL HEIGHT PER SET OF STEPS.

PAYMENT AREA = (L+H) x WIDTH = SQ. FT.

NOTES : WHERE THE NUMBER OF STEPS EXCEEDS 3, THE STEPS SHALL BE REINFORCED WITH #4 REINFORCEMENT BARS AT SPACINGS NOT TO EXCEED 12" COMMENCING 3" FROM THE SIDES OF THE STEPS IN ADDITION TO THE WIRE MESH REINFORCEMENT INDICATED.

THE TREADS SHALL BE FINISHED WITH A ROUGHER BROOM FINISH THAN SIDEWALKS OR DRIVEWAYS

HANDRAIL SHALL BE INSTALLED AT ITS SEPARATE UNIT PRICE FOR AREAS DETERMINED TO NEED HANDRAIL.

NOTE:
 ALL FOAM/FELT EXPANSION JOINTS SHALL BE CAULKED WITH SELF LEVELING CAULK, COVERING THE SURFACE OF THE JOINT. RUBBERIZED EXPANSION JOINTS ARE NOT REQUIRED TO BE CAULKED.



CITY OF PEORIA

PUBLIC WORKS DEPT. – ENGINEERING DIV. 61

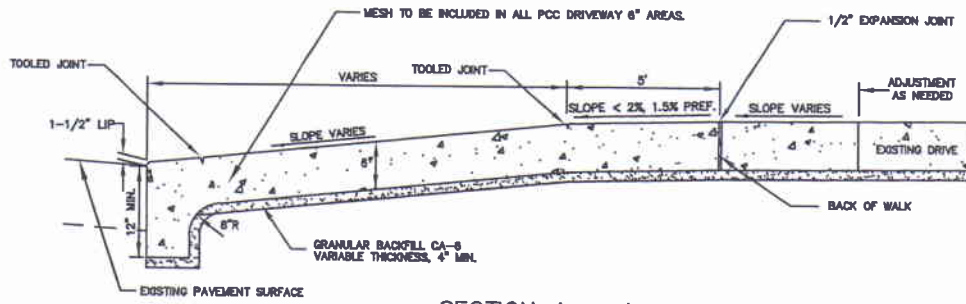
P.C.C. STEPS

DRAWN BY:

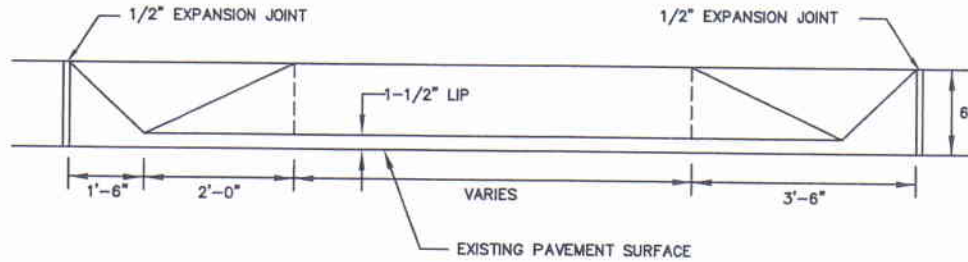
BY: SML

DATE:

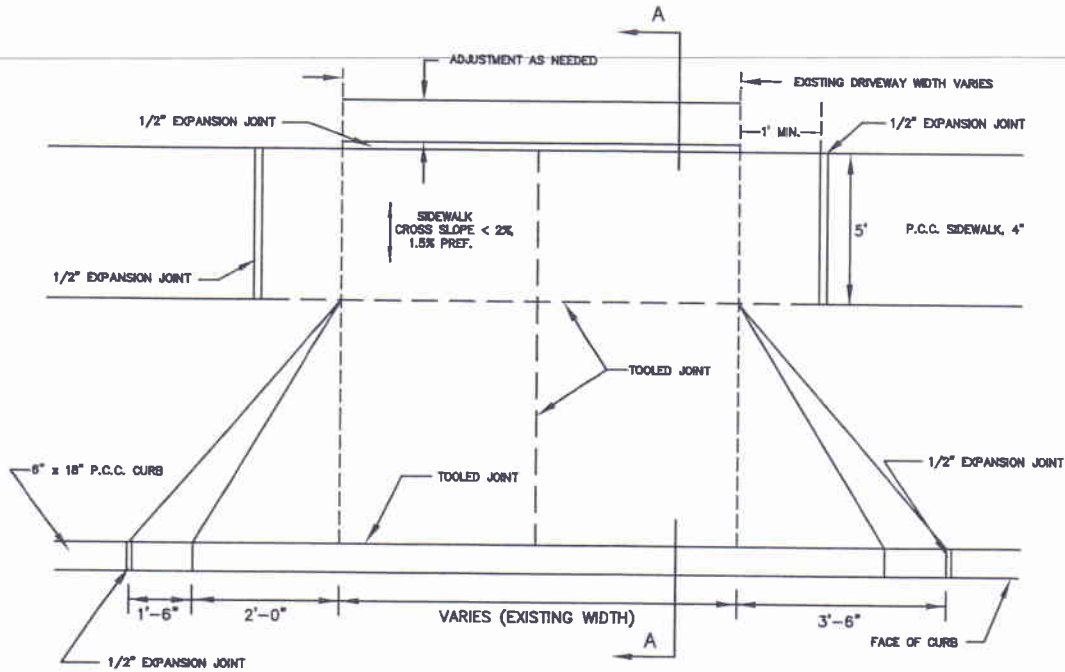
REVISED: 04/06/16



SECTION A - A



CURB LINE PROFILE



P.C.C. DRIVEWAY PAVEMENT, 6"
ADJACENT TO PROPERTY LINE SIDEWALK

NOTE:

ALL FOAM/FELT EXPANSION JOINTS SHALL BE CAULKED WITH SELF LEVELING CAULK, COVERING THE SURFACE OF THE JOINT. RUBBERIZED EXPANSION JOINTS ARE NOT REQUIRED TO BE CAULKED.

IF A COMBINATION CURB & GUTTER IS INSTALLED PRIOR TO THE DRIVEWAY APPROACH, THEN AN EXPANSION JOINT SHALL BE PLACED BETWEEN THE BACK OF CURB AND THE PROPOSED DRIVEWAY APPROACH.



CITY OF PEORIA

PUBLIC WORKS DEPT. - ENGINEERING DIV.

62

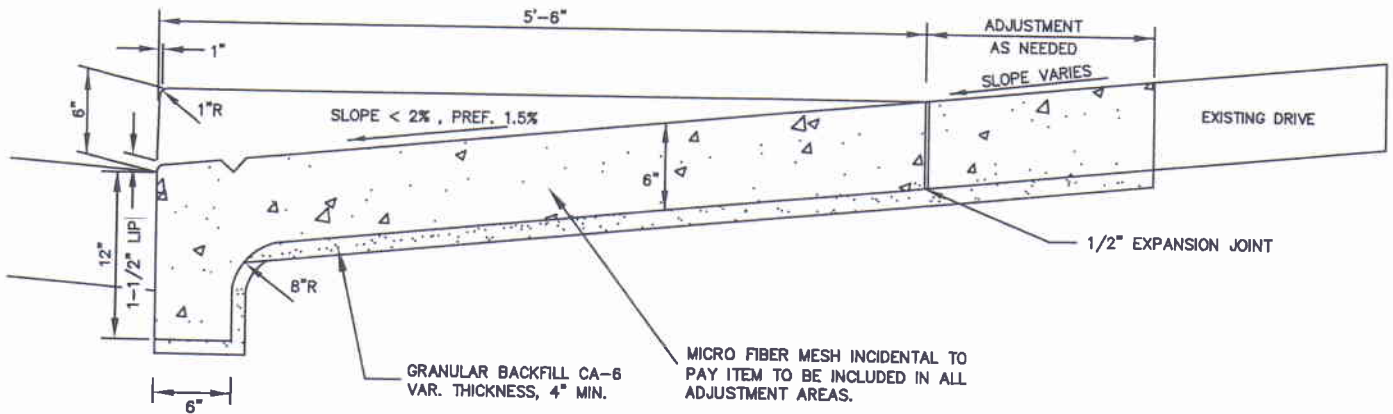
P.C.C. DRIVEWAY PAVEMENT

DRAWN BY:

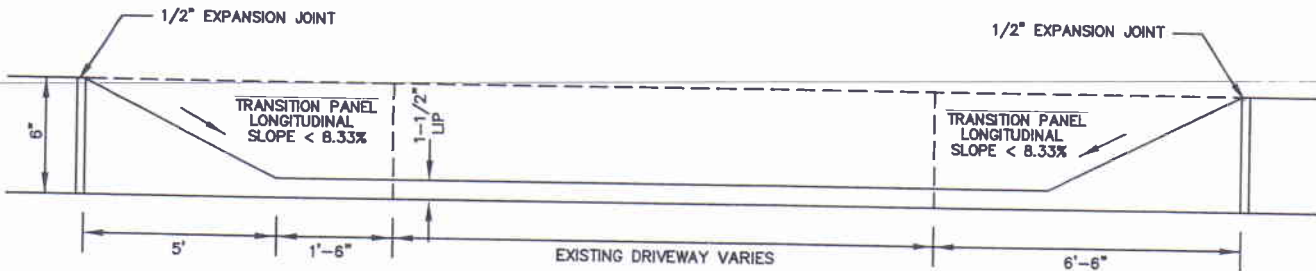
BY: SML

DATE:

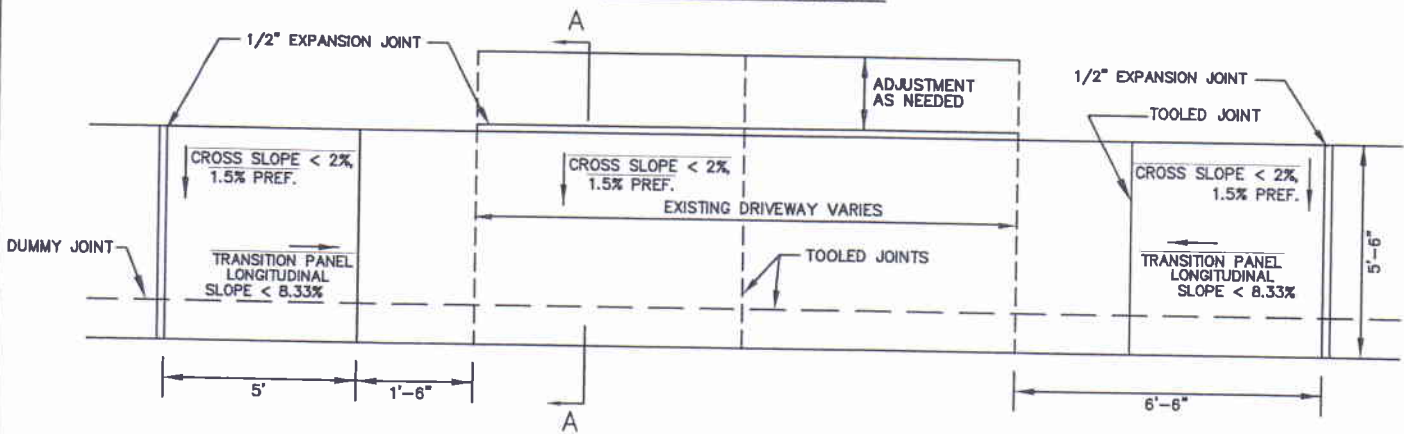
REVISED: 10/04/16



SECTION A - A



CURB LINE PROFILE



P.C.C. DRIVEWAY PAVEMENT - 6"
ADJACENT TO COMBINATION CURB AND SIDEWALK

NOTE:

ALL FOAM/FELT EXPANSION JOINTS SHALL BE CAULKED WITH SELF LEVELING CAULK, COVERING THE SURFACE OF THE JOINT. RUBBERIZED EXPANSION JOINTS ARE NOT REQUIRED TO BE CAULKED.

IF A COMBINATION CURB & GUTTER IS INSTALLED PRIOR TO THE DRIVEWAY APPROACH, THEN AN EXPANSION JOINT SHALL BE PLACED BETWEEN THE BACK OF CURB AND THE PROPOSED DRIVEWAY APPROACH.



CITY OF PEORIA

PUBLIC WORKS DEPT. - ENGINEERING DIV

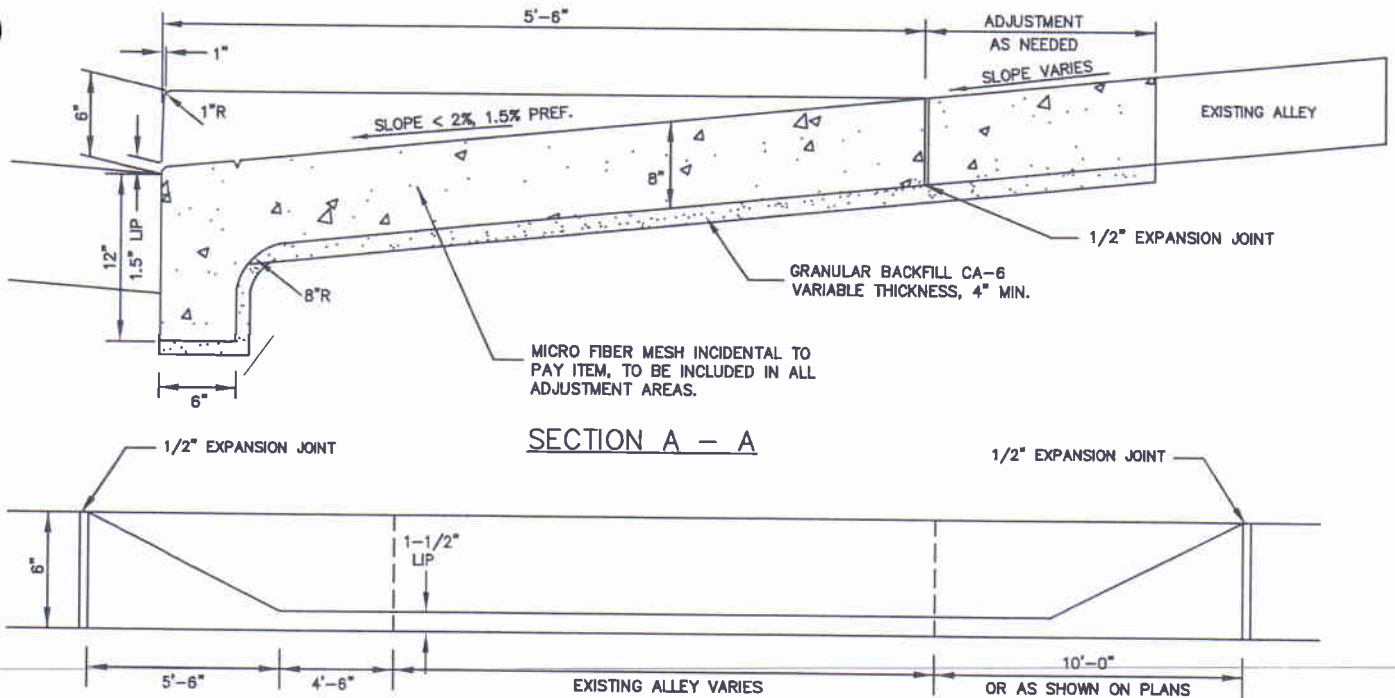
P.C.C. DRIVEWAY PAVEMENT

DRAWN BY:

BY: SML

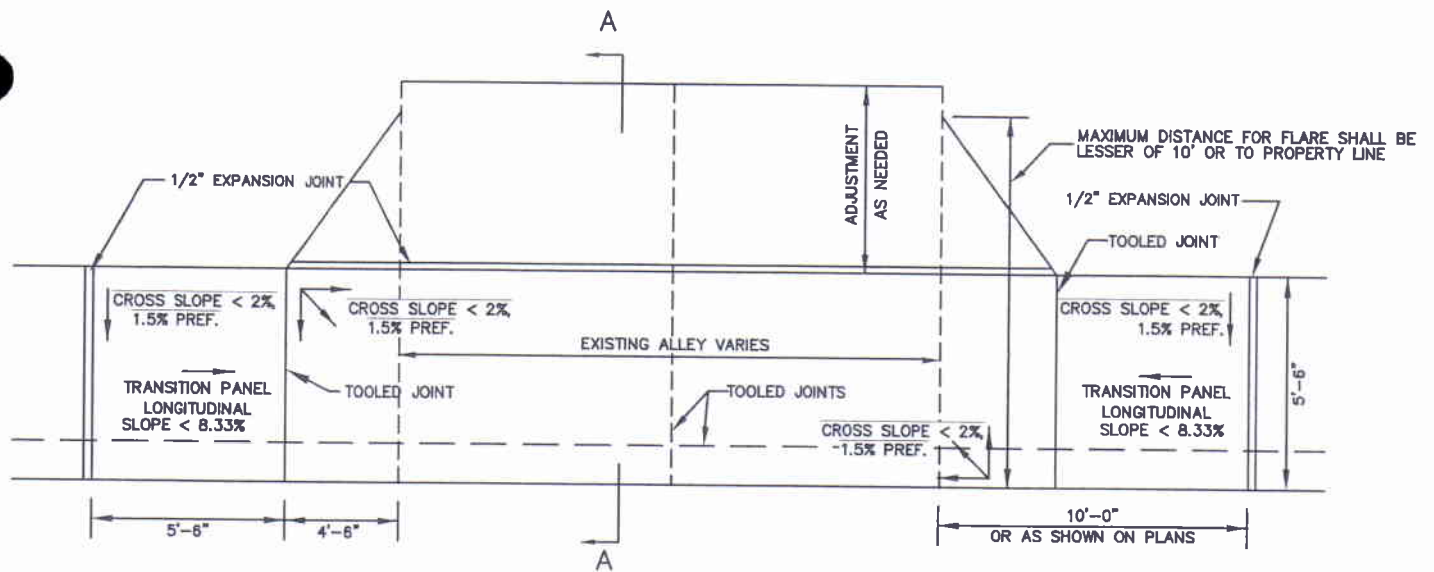
DATE:

REVISED: 04/06/16



SECTION A - A

CURB LINE PROFILE



P.C.C. ALLEY/COMMERCIAL DRIVEWAY APPROACH - 8"
ADJACENT TO COMBINATION CURB AND SIDEWALK

NOTE:
 ALL FOAM/FELT EXPANSION JOINTS SHALL BE CAULKED WITH SELF LEVELING CAULK, COVERING THE SURFACE OF THE JOINT. RUBBERIZED EXPANSION JOINTS ARE NOT REQUIRED TO BE CAULKED.
 IF A COMBINATION CURB & GUTTER IS INSTALLED PRIOR TO THE DRIVEWAY APPROACH, THEN AN EXPANSION JOINT SHALL BE PLACED BETWEEN THE BACK OF CURB AND THE PROPOSED DRIVEWAY APPROACH.



CITY OF PEORIA

PUBLIC WORKS DEPT. - ENGINEERING DIV.

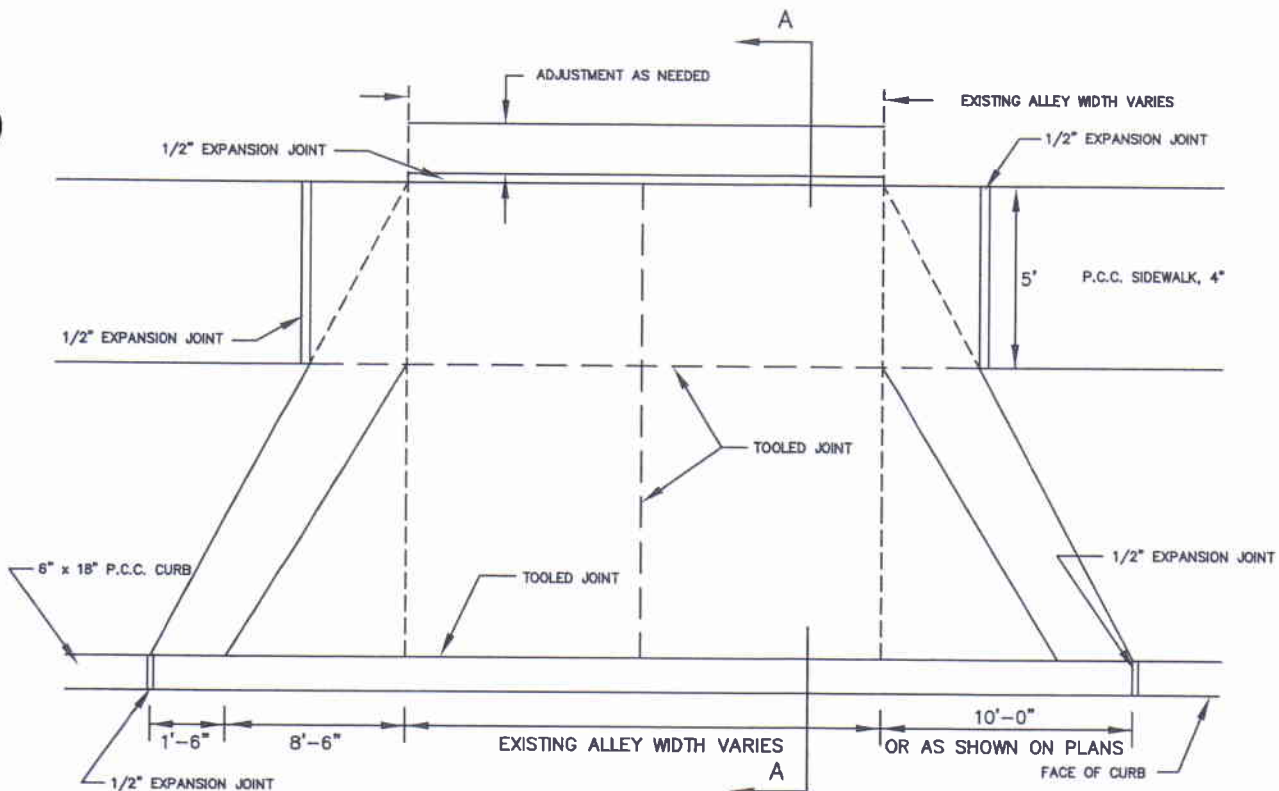
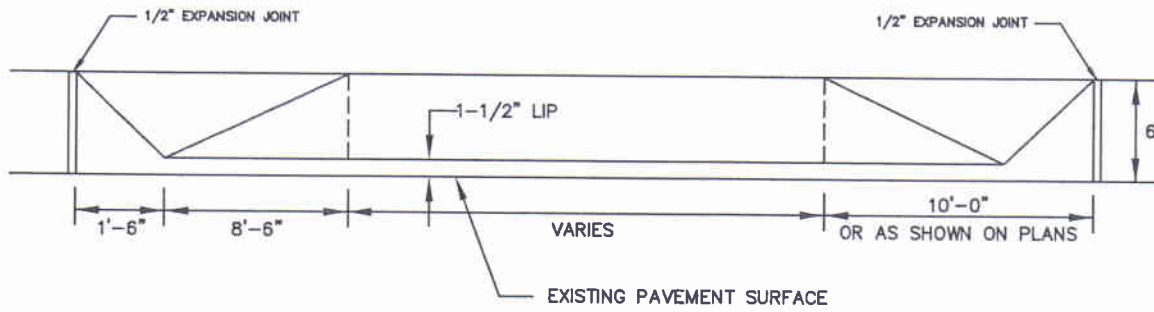
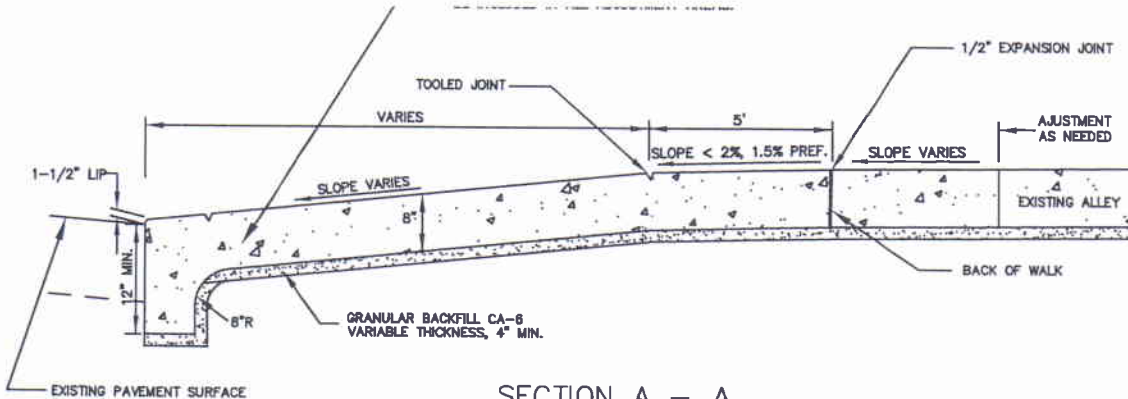
P.C.C. ALLEY/COMM. DRIVEWAY PAVEMENT, 8"

DRAWN BY:

BY: SML

DATE:

REVISED: 04/06/16



P.C.C. COMMERCIAL DRIVEWAY/ALLEY APPROACH, 8"
ADJACENT TO PROPERTY LINE SIDEWALK

NOTE:
ALL FOAM/FELT EXPANSION JOINTS SHALL BE CAULKED WITH SELF LEVELING CAULK, COVERING THE SURFACE OF THE JOINT.
RUBBERIZED EXPANSION JOINTS ARE NOT REQUIRED TO BE CAULKED.
IF A COMBINATION CURB & GUTTER IS INSTALLED PRIOR TO THE DRIVEWAY APPROACH, THEN AN EXPANSION JOINT SHALL BE PLACED BETWEEN THE BACK OF CURB AND THE PROPOSED DRIVEWAY APPROACH.



CITY OF PEORIA

PUBLIC WORKS DEPT. - ENGINEERING DIV.

P.C.C. COMMERCIAL DRIVEWAY/ALLEY APPROACH, 8"

DRAWN BY:

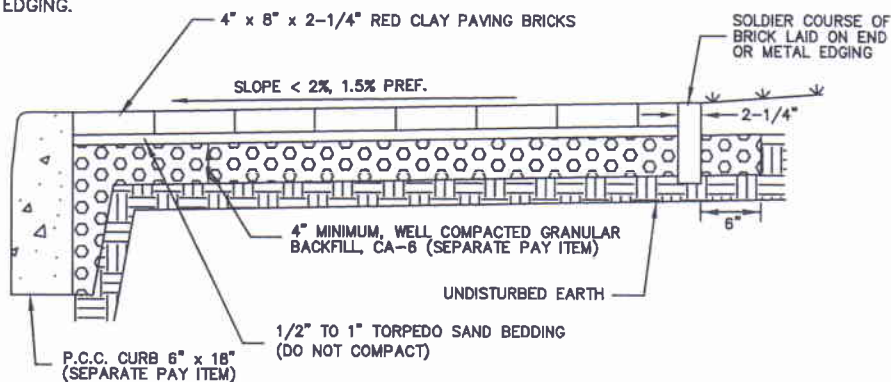
BY: SML

DATE:

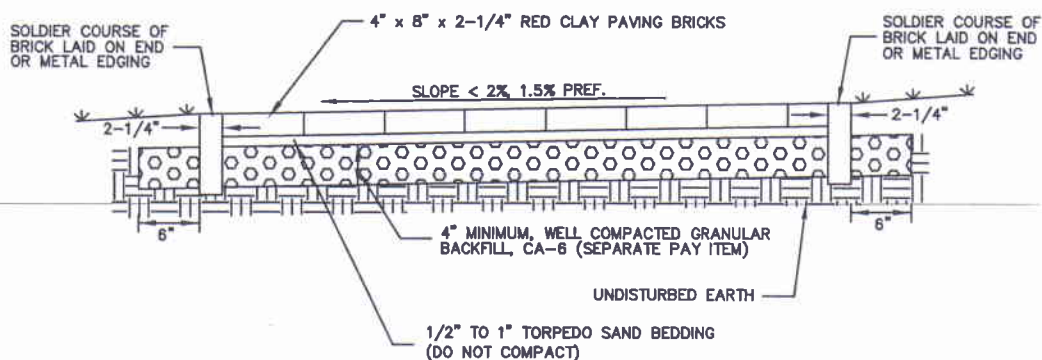
REVISED: 04/06/16

2. THE BRICK SURFACE INSTALLATION PAY ITEM SHALL INCLUDE THE FOLLOWING:

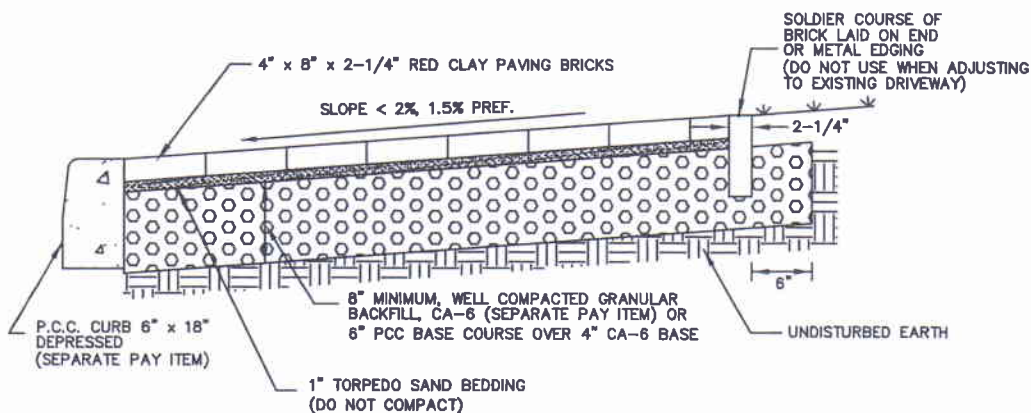
- 4" x 8" x 2-1/4" RED CLAY PAVING BRICKS.
- TORPEDO SAND BEDDING AND JOINT FILL.
- SOLDIER COURSE OR METAL EDGING.



CURB LINE SIDEWALK



PROPERTY LINE SIDEWALK



DRIVEWAY TREATMENT

BRICK SURFACE INSTALLATION



CITY OF PEORIA

PUBLIC WORKS DEPT. — ENGINEERING DIV.

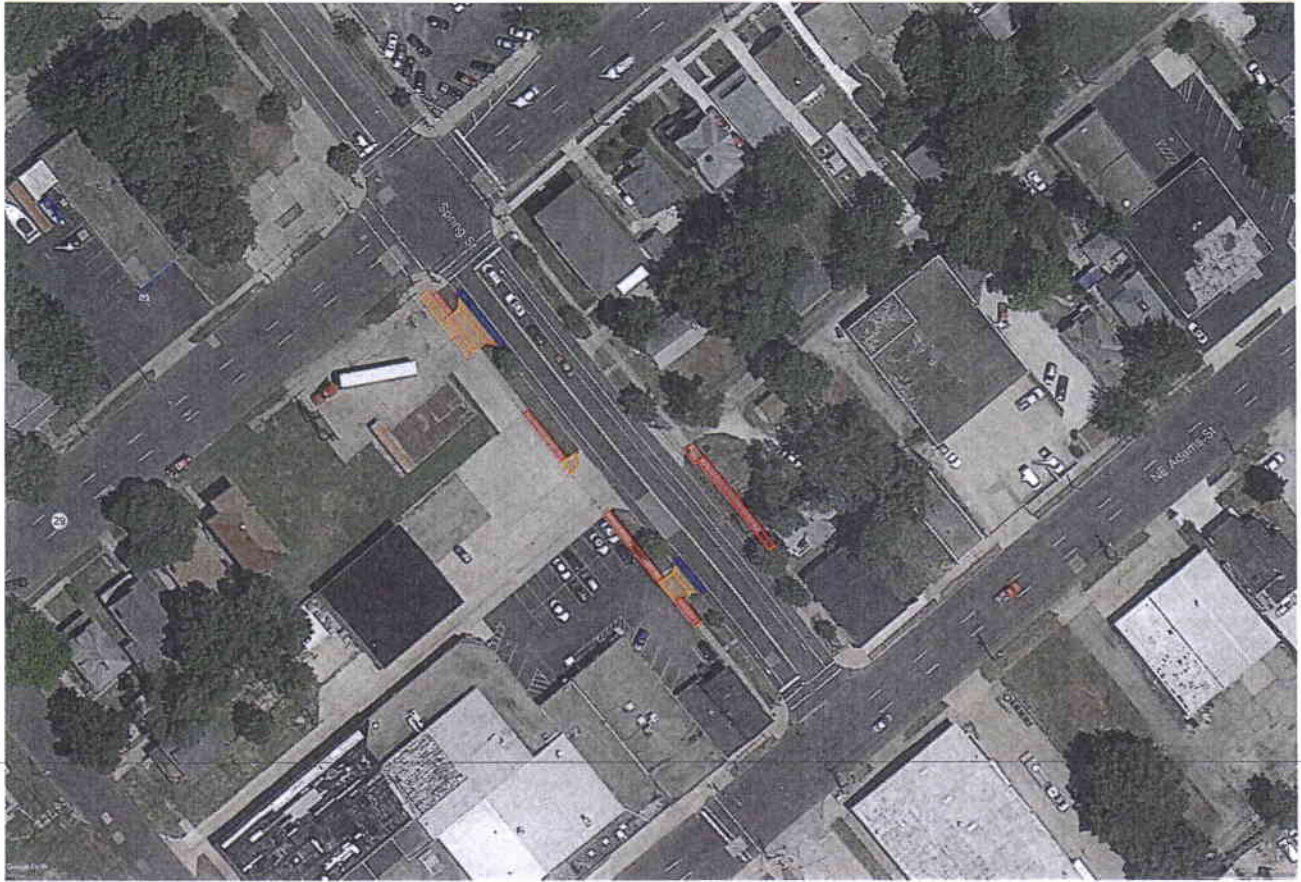
BRICK SIDEWALK INSTALLATION DETAIL




DRAWN BY: MRS, NAS

BY: SML




DATE: 6/2/97

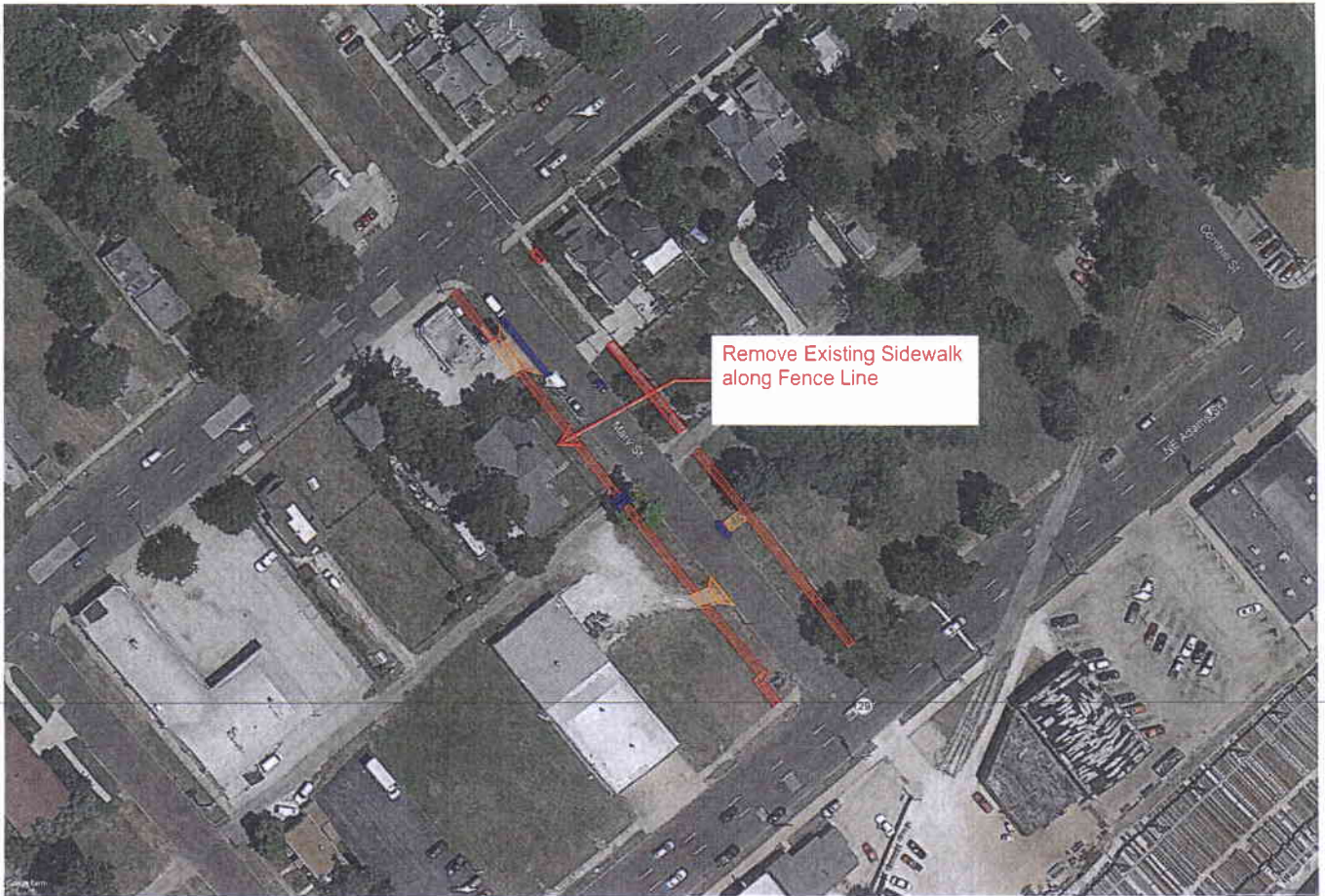
REVISED: 04/06/16






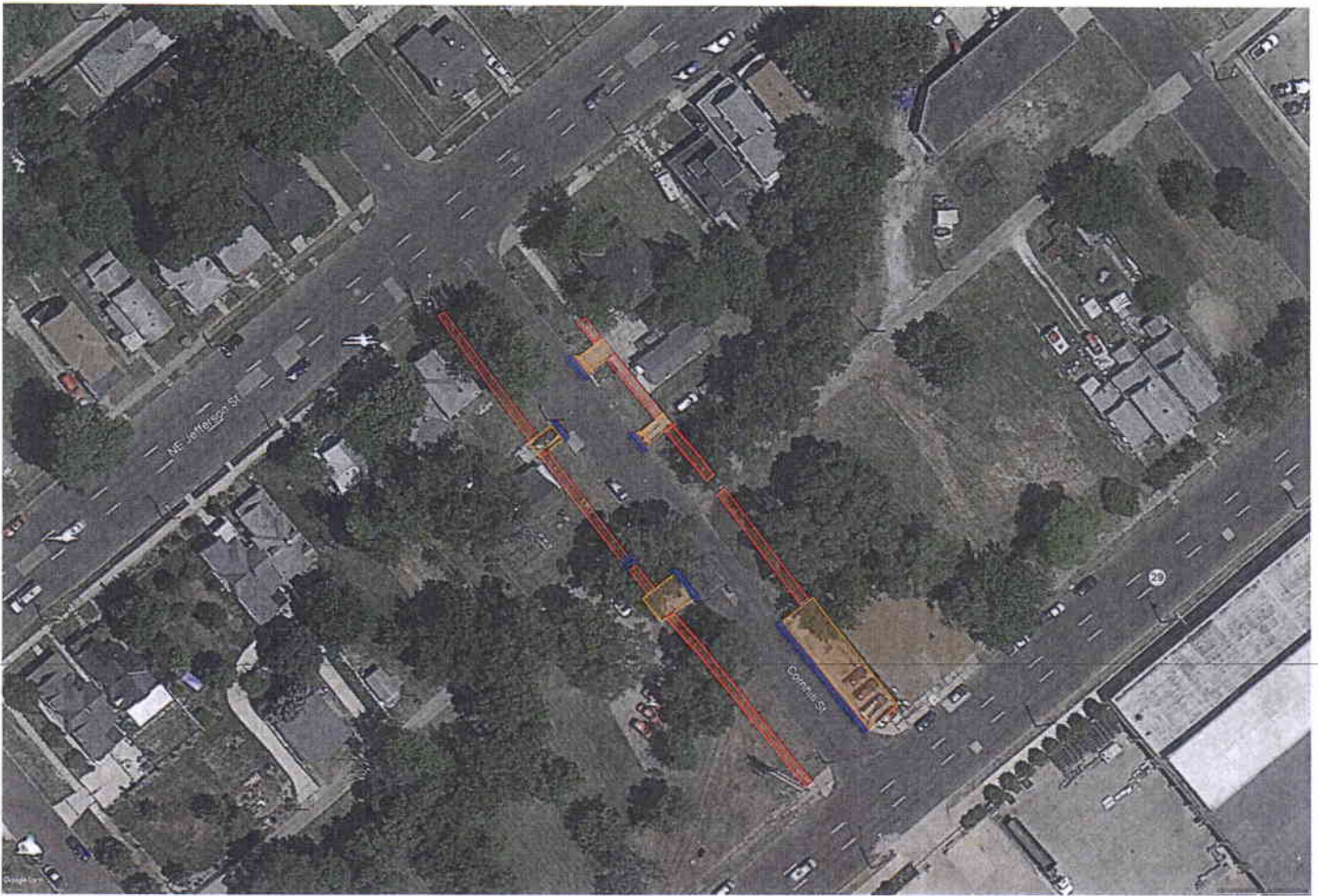
- | | |
|---|------------------------------|
|  | Sidewalk Improvements |
|  | Driveway Improvements |
|  | Curb and Gutter Improvements |






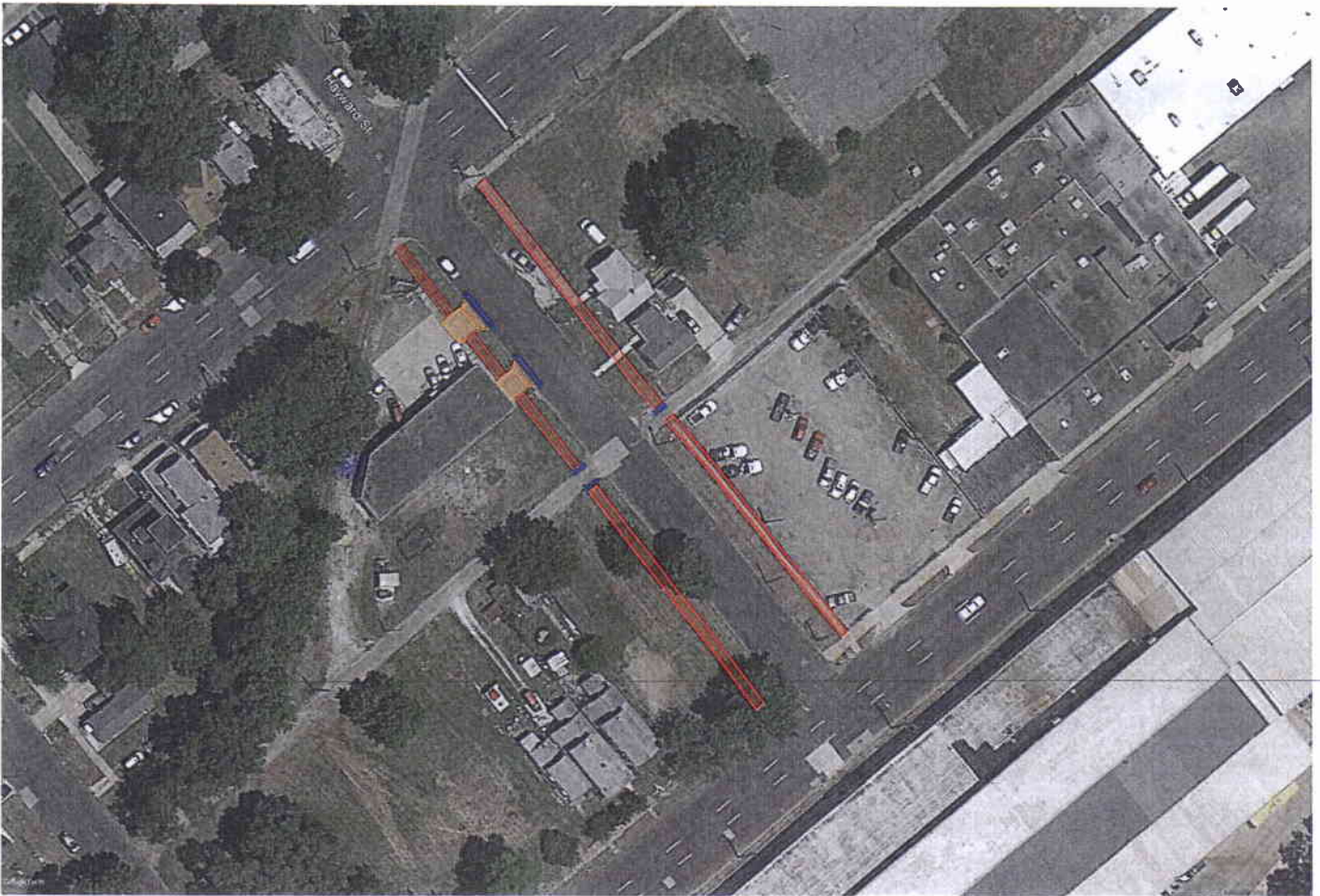
- | | |
|---|------------------------------|
|  | Sidewalk Improvements |
|  | Driveway Improvements |
|  | Curb and Gutter Improvements |






	Sidewalk Improvements
	Driveway Improvements
	Curb and Gutter Improvements






	Sidewalk Improvements
	Driveway Improvements
	Curb and Gutter Improvements






	Sidewalk Improvements
	Driveway Improvements
	Curb and Gutter Improvements






	Sidewalk Improvements
	Driveway Improvements
	Curb and Gutter Improvements



	Sidewalk Improvements
	Driveway Improvements
	Curb and Gutter Improvements

Van Buren St. - Jefferson to Adams



	Sidewalk Improvements
	Driveway Improvements
	Curb and Gutter Improvements

Sidewalk,	Incidental HMA Surf	Inlet Adjustment	Remove and Reset Brick Sidewalk	Timber Retaining Wall	Tree Removal	Traffic Control	Seeding Class I	Nitrogen Fertilizer Nutrient	Phosphorus Fertilizer Nutrient	Potassium Fertilizer Nutrient	Mulch Method 2
	SF	EACH	SY	SF	Units	LSUM	ACRE	LBS	LBS	LBS	ACRE
00											
00	68.00										
.00	22.00		27								
00	20.00										
.00	32.00										
.00	99.00										
.00	239.00			80							
.00	152.00										
.00	193.00										
.00	64.00										
00	100.00				6						
.00	374.00										
00											
5	156										
	31	1	3	5		1	0.5	45	45	45	0.5
00	1550	1	30	85	6	1	0.5	45	45	45	0.5

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

-
- (1) When adverse weather prevents work on the controlling item.
 - (2) When job conditions due to recent weather prevent work on the controlling item.
 - (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
 - (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
 - (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
 - (6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

- "(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

“**109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
- (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

- (2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.
- (c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

DISPOSAL FEES (BDE)

Effective: November 1, 2018

Replace Articles 109.04(b)(5) – 109.04(b)(8) of the Standard Specifications with the following:

- "(5) Disposal Fees. When the extra work performed includes paying for disposal fees at a clean construction and demolition debris facility, an uncontaminated soil fill operation or a landfill, the Contractor shall receive, as administrative costs, an amount equal to five percent of the first \$10,000 and one percent of any amount over \$10,000 of the total approved costs of such fees.
- (6) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows.

- a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Engineer.
 - b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 - c. Quantities of materials, prices and extensions.
 - d. Transportation of materials.
 - e. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.
- (8) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive, as administrative costs, an amount equal to five percent of the total approved costs of such work with the minimum payment being \$100.

- (9) All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after receipt of the Central Bureau of Construction form "Extra Work Daily Report". If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Department is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery."

80402

EQUIPMENT PARKING AND STORAGE (BDE)

Effective: November 1, 2017

Replace the first paragraph of Article 701.11 of the Standard Specifications with the following.

“701.11 Equipment Parking and Storage. During working hours, all vehicles and/or nonoperating equipment which are parked, two hours or less, shall be parked at least 8 ft (2.5 m) from the open traffic lane. For other periods of time during working and for all nonworking hours, all vehicles, materials, and equipment shall be parked or stored as follows.

- (a) When the project has adequate right-of-way, vehicles, materials, and equipment shall be located a minimum of 30 ft (9 m) from the pavement.
- (b) When adequate right-of-way does not exist, vehicles, materials, and equipment shall be located a minimum of 15 ft (4.5 m) from the edge of any pavement open to traffic.
- (c) Behind temporary concrete barrier, vehicles, materials, and equipment shall be located a minimum of 24 in. (600 mm) behind free-standing barrier or a minimum of 6 in. (150 mm) behind barrier that is either pinned or restrained according to Article 704.04. The 24 in. or 6 in. measurement shall be from the base of the non-traffic side of the barrier.
- (d) Behind other man-made or natural barriers meeting the approval of the Engineer.”

80388

PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2017

Revise the Air Content % of Class PP Concrete in Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

"TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA		
Class of Conc.	Use	Air Content %
PP	Pavement Patching Bridge Deck Patching (10)	
	PP-1	4.0 - 8.0"
	PP-2	
	PP-3	
	PP-4	
	PP-5	

Revise Note (4) at the end of Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

"(4) For all classes of concrete, the maximum slump may be increased to 7 in (175 mm) when a high range water-reducing admixture is used. For Class SC, the maximum slump may be increased to 8 in. (200 mm). For Class PS, the maximum slump may be increased to 8 1/2 in. (215 mm) if the high range water-reducing admixture is the polycarboxylate type."

80389

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2019

Revised: January 1, 2020

Revise Section 669 of the Standard Specifications to read:

"SECTION 669. REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

669.01 Description. This work shall consist of the transportation and proper disposal of regulated substances. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their contents and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.

669.02 Equipment. The Contractor shall notify the Engineer of the delivery of all excavation, storage, and transportation equipment to a work area location. The equipment shall comply with OSHA and American Petroleum Institute (API) guidelines and shall be furnished in a clean condition. ~~Clean condition means the equipment does not contain any residual material classified~~ as a non-special waste, non-hazardous special waste, or hazardous waste. Residual materials include, but are not limited to, petroleum products, chemical products, sludges, or any other material present in or on equipment.

Before beginning any associated soil or groundwater management activity, the Contractor shall provide the Engineer with the opportunity to visually inspect and approve the equipment. If the equipment contains any contaminated residual material, decontamination shall be performed on the equipment as appropriate to the regulated substance and degree of contamination present according to OSHA and API guidelines. All cleaning fluids used shall be treated as the contaminant unless laboratory testing proves otherwise.

669.03 Pre-Construction Submittals and Qualifications. Prior to beginning this work, or working in areas with regulated substances, the Contractor shall submit a "Regulated Substances Pre-Construction Plan (RSPCP)" to the Engineer for review and approval using form BDE 2730. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

As part of the RSPCP, the Contractor(s) or firm(s) performing the work shall meet the following qualifications.

- (a) **Regulated Substances Monitoring.** Qualification for environmental observation and field screening of regulated substances work and environmental observation of UST removal shall require either pre-qualification in Hazardous Waste by the Department or demonstration of acceptable project experience in remediation and operations for contaminated sites in accordance with applicable Federal, State, or local regulatory requirements using BDE 2730.

Qualification for each individual performing regulated substances monitoring shall require a minimum of one-year of experience in similar activities as those required for the project.

- (b) **Underground Storage Tank Removal.** Qualification for underground storage tank (UST) removal work shall require licensing and certification with the Office of the State Fire Marshall (OSFM) and possession of all permits required to perform the work. A copy of the permit shall be provided to the Engineer prior to tank removal.

The qualified Contractor(s) or firm(s) shall also document it does not have any current or former ties with any of the properties contained within, adjoining, or potentially affecting the work.

The Engineer will require up to 21 calendar days for review of the RSPCP. The review may involve rejection or revision and resubmittal; in which case, an additional 21 days will be required for each subsequent review. Work shall not commence until the RSPCP has been approved by the Engineer. After approval, the RSPCP shall be revised as necessary to reflect changed conditions in the field and documented using BDE 2730A "Regulated Substances Pre-Construction Plan (RSPCP) Addendum" and submitted to the Engineer for approval.

CONSTRUCTION REQUIREMENTS

669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities at the contract specific work areas. As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 "Regulated Substances Monitoring Daily Record (RSM DR)".

- (a) **Environmental Observation.** Prior to beginning excavation, the Contractor shall mark the limits of the contract specific work areas. Once work begins, the monitoring personnel shall be present on-site continuously during the excavation and loading of material.
- (b) **Field Screening.** Field screening shall be performed during the excavation and loading of material from the contract specific work areas, except for material classified according to Article 669.05(b)(1) or 669.05(c) where field screening is not required.

Field screening shall be performed with either a photoionization detector (PID) (minimum 10.6eV lamp) or a flame ionization detector (FID), and other equipment as appropriate, to monitor for potential contaminants associated with regulated substances. The PID or FID shall be calibrated on-site, and background level readings taken and recorded daily, and as field and weather conditions change. Field screen readings on the PID or FID in excess of background levels indicates the potential presence of regulated substances requiring handling as a non-special waste, special waste, or hazardous waste. PID or FID readings may be used as the basis of increasing the limits of removal with the approval of the Engineer but shall in no case be used to decrease the limits.

669.05 Regulated Substances Management and Disposal. The management and disposal of soil and/or groundwater containing regulated substances shall be according to the following:

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in soil established pursuant to Subpart F of 35 Ill. Adm. Code 1100.605, the soil shall be managed as follows:
- (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC, but still considered within area background levels by the Engineer, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable. If the soils cannot be utilized within the right-of-way, they shall be managed and disposed of at a landfill as a non-special waste.
 - (2) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County identified in 35 Ill. Admin. Code 742 Appendix A. Table G, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of at a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation (USFO) within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site at a CCDD facility or an USFO within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site at a CCDD facility or an USFO within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (5) When the Engineer determines soil cannot be managed according to Articles 669.05(a)(1) through (a)(4) above and the materials do not contain special waste or hazardous waste, as determined by the Engineer, the soil shall be managed and disposed of at a landfill as a non-special waste.
 - (6) When analytical results indicate soil is hazardous by characteristic or listing pursuant to 35 Ill. Admin. Code 721, contains radiological constituents, or the Engineer otherwise determines the soil cannot be managed according to Articles 669.05(a)(1)

through (a)(5) above, the soil shall be managed and disposed of off-site as a special waste or hazardous waste as applicable.

- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO for any of the following reasons.
- (1) The pH of the soil is less than 6.25 or greater than 9.0.
 - (2) The soil exhibited PID or FID readings in excess of background levels.
- (c) Soil Analytical Results Exceed Most Stringent MAC but Do Not Exceed Tiered Approach to Corrective Action Objectives (TACO) Residential. When the soil analytical results indicate that detected levels exceed the most stringent MAC but do not exceed TACO Tier 1 Soil Remediation Objectives for Residential Properties pursuant to 35 Ill. Admin. Code 742 Appendix B Table A, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO.
- (d) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Ill. Admin. Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste or hazardous waste as applicable. Special waste groundwater shall be containerized and trucked to an off-site treatment facility, or may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority. Groundwater discharged to a sanitary sewer or combined sewer shall be pre-treated to remove particulates and measured with a calibrated flow meter to comply with applicable discharge limits. A copy of the permit shall be provided to the Engineer prior to discharging groundwater to the sanitary sewer or combined sewer.

Groundwater encountered within trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench, it may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority, or it shall be containerized and trucked to an off-site treatment facility as a special waste or hazardous waste. The Contractor is prohibited from discharging groundwater within the trench through a storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive

soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10^{-7} cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer.

The Contractor shall use due care when transferring contaminated material from the area of origin to the transporter. Should releases of contaminated material to the environment occur (i.e., spillage onto the ground, etc.), the Contractor shall clean-up spilled material and place in the appropriate storage containers as previously specified. Clean-up shall include, but not be limited to, sampling beneath the material staging area to determine complete removal of the spilled material.

The Contractor shall provide engineered barriers, when required, and shall include materials sufficient to completely line excavation surfaces, including sloped surfaces, bottoms, and sidewall faces, within the areas designated for protection.

The Contractor shall obtain all documentation including any permits and/or licenses required to transport the material containing regulated substances to the disposal facility. The Contractor shall coordinate with the Engineer on the completion of all documentation. The Contractor shall make all arrangements for collection and analysis of landfill acceptance testing. The Contractor shall coordinate waste disposal approvals with the disposal facility.

The Contractor shall provide the Engineer with all transport-related documentation within two days of transport or receipt of said document(s). For management of special or hazardous waste, the Contractor shall provide the Engineer with documentation that the Contractor is operating with a valid Illinois special waste transporter permit at least two weeks before transporting the first load of contaminated material.

Transportation and disposal of material classified according to Article 669.05(a)(5) or 669.05(a)(6) shall be completed each day so that none of the material remains on-site by the close of business, except when temporary staging has been approved.

Any waste generated as a special or hazardous waste from a non-fixed facility shall be manifested off-site using the Department's county generator number provided by the Bureau of Design and Environment. An authorized representative of the Department shall sign all manifests for the disposal of the contaminated material and confirm the Contractor's transported volume. Any waste generated as a non-special waste may be managed off-site without a manifest, a special waste transporter, or a generator number.

The Contractor shall select a landfill permitted for disposal of the contaminant within the State of Illinois. The Department will review and approve or reject the facility proposed by the Contractor to use as a landfill. The Contractor shall verify whether the selected disposal facility is compliant with those applicable standards as mandated by their permit and whether the disposal facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected landfill shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.

669.06 Non-Special Waste Certification. An authorized representative of the Department shall sign and date all non-special waste certifications. The Contractor shall be responsible for providing the Engineer with the required information that will allow the Engineer to certify the waste is not a special waste.

(a) Definition. A waste is considered a non-special waste as long as it is not:

- (1) a potentially infectious medical waste;
- (2) a hazardous waste as defined in 35 Ill. Admin. Code 721;
- (3) an industrial process waste or pollution control waste that contains liquids, as determined using the paint filter test set forth in subdivision (3)(A) of subsection (m) of 35 Ill. Admin. Code 811.107;
- (4) a regulated asbestos-containing waste material, as defined under the National Emission Standards for Hazardous Air Pollutants in 40 CFR Part 61.141;
- (5) a material containing polychlorinated biphenyls (PCB's) regulated pursuant to 40 CFR Part 761;
- (6) a material subject to the waste analysis and recordkeeping requirements of 35 Ill. Admin. Code 728.107 under land disposal restrictions of 35 Ill. Admin. Code 728;
- (7) a waste material generated by processing recyclable metals by shredding and required to be managed as a special waste under Section 22.29 of the Environmental Protection Act; or
- (8) an empty portable device or container in which a special or hazardous waste has been stored, transported, treated, disposed of, or otherwise handled.

(b) Certification Information. All information used to determine the waste is not a special waste shall be attached to the certification. The information shall include but not be limited to:

- (1) the means by which the generator has determined the waste is not a hazardous waste;
- (2) the means by which the generator has determined the waste is not a liquid;
- (3) if the waste undergoes testing, the analytic results obtained from testing, signed and dated by the person responsible for completing the analysis;
- (4) if the waste does not undergo testing, an explanation as to why no testing is needed;

- (5) a description of the process generating the waste; and
- (6) relevant material safety data sheets.

669.07 Temporary Staging. Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option. Soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Temporary staging shall be accomplished within the right-of-way and the Contractor's means and methods shall be described in the approved or amended RSPCP. Staging areas shall not be located within 200 feet (61 m) of a public or private water supply well; nor within 100 feet (30 m) of sensitive environmental receptor areas, including wetlands, rivers, streams, lakes, or designated habitat zones.

The method of staging shall consist of containerization or stockpiling as applicable for the type, classification, and physical state (i.e., liquid, solid, semisolid) of the material. Materials of different classifications shall be staged separately with no mixing or co-mingling.

When containers are used, the containers and their contents shall remain intact and inaccessible to unauthorized persons until the manner of disposal is determined. The Contractor shall be responsible for all activities associated with the storage containers including, but not limited to, the procurement, transport, and labeling of the containers. The Contractor shall not use a storage container if visual inspection of the container reveals the presence of free liquids or other substances that could cause the waste to be reclassified as a hazardous or special waste.

When stockpiles are used, they shall be covered with a minimum 20-mil plastic sheeting or tarps secured using weights or tie-downs. Perimeter berms or diversionary trenches shall be provided to contain and collect for disposal any water that drains from the soil. Stockpiles shall be managed to prevent or reduce potential dust generation.

When staging non-special waste, special waste, or hazardous waste, the following additional requirements shall apply:

- (a) **Non-Special Waste.** When stockpiling soil classified according to Article 669.05(a)(1) or 669.05(a)(5), an impermeable surface barrier between the materials and the ground surface shall be installed. The impermeable barrier shall consist of a minimum 20-mil plastic liner material and the surface of the stockpile area shall be clean and free of debris prior to placement of the liner. Measures shall also be taken to limit or discourage access to the staging area.
- (b) **Special Waste and Hazardous Waste.** Soil classified according to Article 669.05(a)(6) shall not be stockpiled but shall be containerized immediately upon generation in containers, tanks or containment buildings as defined by RCRA, Toxic Substances Control

Act (TSCA), and other applicable State or local regulations and requirements, including 35 Ill. Admin. Code Part 722, Standards Applicable to Generators of Hazardous Waste.

The staging area(s) shall be enclosed (by a fence or other structure) to restrict direct access to the area, and all required regulatory identification signs applicable to a staging area containing special waste or hazardous waste shall be deployed.

Storage containers shall be placed on an all-weather gravel-packed, asphalt, or concrete surface. Containers shall be in good condition and free of leaks, large dents, or severe rusting, which may compromise containment integrity. Containers must be constructed of, or lined with, materials that will not react or be otherwise incompatible with the hazardous or special waste contents. Containers used to store liquids shall not be filled more than 80 percent of the rated capacity. Incompatible wastes shall not be placed in the same container or comingled.

All containers shall be legibly labeled and marked using pre-printed labels and permanent marker in accordance with applicable regulations, clearly showing the date of waste generation, location and/or area of waste generation, and type of waste. The Contractor shall place these identifying markings on an exterior side surface of the container.

Storage containers shall be kept closed, and storage pads covered, except when access is needed by authorized personnel.

Special waste and hazardous waste shall be transported and disposed within 90 days from the date of generation.

669.08 Underground Storage Tank Removal. For the purposes of this section, an underground storage tank (UST) includes the underground storage tank, piping, electrical controls, pump island, vent pipes and appurtenances.

Prior to removing an UST, the Engineer shall determine whether the Department is considered an "owner" or "operator" of the UST as defined by the UST regulations (41 Ill. Adm. Code Part 176). Ownership of the UST refers to the Department's owning title to the UST during storage, use or dispensing of regulated substances. The Department may be considered an "operator" of the UST if it has control of, or has responsibility for, the daily operation of the UST. The Department may however voluntarily undertake actions to remove an UST from the ground without being deemed an "operator" of the UST.

In the event the Department is deemed not to be the "owner" or "operator" of the UST, the OSFM removal permit shall reflect who was the past "owner" or "operator" of the UST. If the "owner" or "operator" cannot be determined from past UST registration documents from OSFM, then the OSFM removal permit will state the "owner" or "operator" of the UST is the Department. The Department's Office of Chief Counsel (OCC) will review all UST removal permits prior to submitting any removal permit to the OSFM. If the Department is not the "owner" or "operator" of the UST then it will not register the UST or pay any registration fee.

The Contractor shall be responsible for obtaining permits required for removing the UST, notification to the OSFM, using an OSFM certified tank contractor, removal and disposal of the UST and its contents, and preparation and submittal of the OSFM Site Assessment Report in accordance with 41 Ill. Admin. Code Part 176.330.

The Contractor shall contact the Engineer and the OSFM's office at least 72 hours prior to removal to confirm the OSFM inspector's presence during the UST removal. Removal, transport, and disposal of the UST shall be according to the applicable portions of the latest revision of the "American Petroleum Institute (API) Recommended Practice 1604".

The Contractor shall collect and analyze tank content (sludge) for disposal purposes. The Contractor shall remove as much of the regulated substance from the UST system as necessary to prevent further release into the environment. All contents within the tank shall be removed, transported and disposed of, or recycled. The tank shall be removed and rendered empty according to IEPA definition.

The Contractor shall collect soil samples from the bottom and sidewalls of the excavated area in accordance with 35 Ill. Admin. Code Part 734.210(h) after the required backfill has been removed during the initial response action, to determine the level of contamination remaining in the ground, regardless if a release is confirmed or not by the OSFM on-site inspector.

In the event the UST is designated a leaking underground storage tank (LUST) by the OSFM's inspector, or confirmation by analytical results, the Contractor shall notify the Engineer and the District Environmental Studies Unit (DESU). Upon confirmation of a release of contaminants and notifications to the Engineer and DESU, the Contractor shall report the release to the Illinois Emergency Management Agency (IEMA) (e.g., by telephone or electronic mail) and provide them with whatever information is available ("owner" or "operator" shall be stated as the past registered "owner" or "operator", or the IDOT District in which the tank is located and the DESU Manager).

The Contractor shall perform the following initial response actions if a release is indicated by the OSFM inspector:

- (a) Take immediate action to prevent any further release of the regulated substance to the environment, which may include removing, at the Engineer's discretion, and disposing of up to 4 ft (1.2 m) of the contaminated material, as measured from the outside dimension of the tank;
- (b) Identify and mitigate fire, explosion and vapor hazards;
- (c) Visually inspect any above ground releases or exposed below ground releases and prevent further migration of the released substance into surrounding soils and groundwater; and
- (d) Continue to monitor and mitigate any additional fire and safety hazards posed by vapors and free product that have migrated from the tank excavation zone and entered into subsurface structures (such as sewers or basements).

The tank excavation shall be backfilled according to applicable portions of Sections 205, 208, and 550 with a material that will compact and develop stability. All uncontaminated concrete and soil removed during tank extraction may be used to backfill the excavation, at the discretion of the Engineer.

After backfilling the excavation, the site shall be graded and cleaned.

669.09 Regulated Substances Final Construction Report. Not later than 90 days after completing this work, the Contractor shall submit a "Regulated Substances Final Construction Report (RSFCR)" to the Engineer using form BDE 2733 and required attachments. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

669.10 Method of Measurement. Non-special waste, special waste, and hazardous waste soil will be measured for payment according to Article 202.07(b) when performing earth excavation, Article 502.12(b) when excavating for structures, or by computing the volume of the trench using the maximum trench width permitted and the actual depth of the trench.

~~Groundwater containerized and transported off-site for management, storage, and disposal will be measured for payment in gallons (liters).~~

Backfill plugs will be measured in cubic yards (cubic meters) in place, except the quantity for which payment will be made shall not exceed the volume of the trench, as computed by using the maximum width of trench permitted by the Specifications and the actual depth of the trench, with a deduction for the volume of the pipe.

Engineered Barriers will be measured for payment in square yards (square meters).

669.11 Basis of Payment. The work of preparing, submitting and administering a Regulated Substances Pre-Construction Plan will be paid for at the contract lump sum price for REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN.

Regulated substances monitoring, including completion of form BDE 2732 for each day of work, will be paid for at the contract unit price per calendar day, or fraction thereof to the nearest 0.5 calendar day, for REGULATED SUBSTANCES MONITORING.

The installation of engineered barriers will be paid for at the contract unit price per square yard (square meter) for ENGINEERED BARRIER.

The work of UST removal, soil excavation, soil and content sampling, the management of excavated soil and UST content, and UST disposal, will be paid for at the contract unit price per each for UNDERGROUND STORAGE TANK REMOVAL.

The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for

TRAFFIC CONTROL DEVICES - CONES (BDE)

Effective: January 1, 2019

Revise Article 701.15(a) of the Standard Specifications to read:

- “(a) Cones. Cones are used to channelize traffic. Cones used to channelize traffic at night shall be reflectorized; however, cones shall not be used in nighttime lane closure tapers or nighttime lane shifts.”

Revise Article 1106.02(b) of the Standard Specifications to read:

- “(b) Cones. Cones shall be predominantly orange. Cones used at night that are 28 to 36 in. (700 to 900 mm) in height shall have two white circumferential stripes. If non-reflective spaces are left between the stripes, the spaces shall be no more than 2 in. (50mm) in width. Cones used at night that are taller than 36 in. (900 mm) shall have a minimum of two white and two fluorescent orange alternating, circumferential stripes with the top stripe being fluorescent orange. If non-reflective spaces are left between the stripes, the spaces shall be no more than 3 in. (75 mm) in width.”

The minimum weights for the various cone heights shall be 4 lb for 18 in. (2 kg for 450 mm), 7 lb for 28 in. (3 kg for 700 mm), and 10 lb for 36 in. (5 kg for 900 mm) with a minimum of 60 percent of the total weight in the base. Cones taller than 36 in. shall be weighted per the manufacturer's specifications such that they are not moved by wind or passing traffic.”

80409

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

701.15 Traffic Control Devices. ~~For devices that must meet crashworthiness standards,~~ the Contractor shall provide a manufacturer's self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

1106.02 Devices. Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

