

SUBMITTED BY:

TAZEWELL COUNTY ASPHALT CO

Contractor's Name

23497 RIDGE RD

Contractor's Address

EAST PEORIA, IL 61611

City, State, Zip Code

STATE OF ILLINOIS
CITY OF PEORIA
COUNTY OF PEORIA

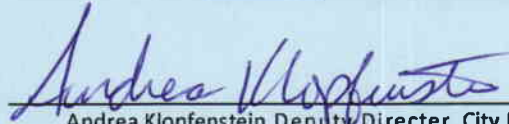
SPECIFICATIONS, PLANS, MATERIAL
QUANTITIES AND CONTRACT PROPOSAL

FOR

WAREHOUSE PARKING LOT RESURFACING PROJECT

TO BE CONSTRUCTED UNDER THE PROVISIONS OF
THE CITY OF PEORIA

BID OPENING: Wednesday, April 21, 2021, 11:00 AM



Andrea Klopfenstein Deputy Director, City Engineer



Awarded by City Council on May 11, 2021 under Item No.



DEPARTMENT OF PUBLIC WORKS

Carl A. Kaufman
Tazewell County Asphalt Co
23497 Ridge Rd
East Peoria, IL 61611

RE: WAREHOUSE PARKING LOT RESURFACING PROJECT

Dear CARL A. KAUFMAN,

The City of Peoria Council awarded the contract for the above-mentioned project to your firm at its meeting on 05/11/2021. In order to expedite the beginning of this project at an early date, please find three (3) contract books enclosed for execution and return by your company.

Please proceed with this project by submitting the required Performance Bonds and signed contract documents enclosed. Failure to execute the Contract and file acceptable Bonds **within 15 days** of the date of this letter is cause for cancellation of the award and forfeiture of the proposal guaranty. However, once those documents are in order, you will be able to proceed with the work.

Currently, much of our staff is working remotely due to the COVID-19 pandemic. Should you have any questions, please email me at aklopfenstein@peoriagov.org or call 309-494-8816 with any questions you may have.

Once again, we value your partnership on an important improvement project in the City of Peoria.

Sincerely,

Andrea Klopfenstein
Deputy Director, City Engineer

CITY OF PEORIA
CONTRACT

This agreement, made and entered into this 24 day of May, ²⁰²¹ by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and TAZEWELL COUNTY ASPHALT CO., Party of The Second Part for the improvement known as the WAREHOUSE PARKING LOT RESURFACING;

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the Party of the First Part, and according to the terms expressed in the bond referring to these presents, the Party of The Second Part agrees with said Party of The First Part, at his/their own proper cost and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all the terms of this agreement, for the amount of ONE HUNDRED TWENTY THOUSAND EIGHT HUNDRED FIFTY TWO DOLLARS AND 95/100 (\$120,852.95).

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. This section shall not apply to any City Employee involved in the 2021-2022 reduction in force, furlough or early retirement incentive offered by the city within 2018-2019. This section shall not apply to any City Employee involved in the 2020-2021 reduction in force, furlough or early retirement incentive offered by the city within 2020-2021. For more information see Ordinance Section 2-342 Procurement; revolving door prohibition.

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

[Signature]
(name of individual, firm or corporation)

BY: Tazewell County Asphalt
(member of firm or officer of corporation)

(If a Co-Partnership)

(seal)

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

(PARTY OF THE SECOND PART)
(If an Individual)

(PARTY OF THE SECOND PART) (seal)

CITY OF PEORIA
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we TAZEWELL COUNTY ASPHALT CO.

and individual, of _____

a co-partnership, of _____

a corporation organized under the laws of the State of Delaware

as Principal, and Washington International Insurance Company

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

Peoria County, State of Illinois, in the penal sum of ONE HUNDRED TWENTY THOUSAND EIGHT FIFTY TWO DOLLARS AND 95 CENTS (\$ 120,852.95), 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 WAREHOUSE PARKING LOT RESURFACING in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof as if fully set forth herein;

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

IN WITNESS WHEREOF, We have duly executed the forgoing Obligation this 11th day of May, 2021

FOR THE CITY OF PEORIA

EXAMINED AND APPROVED:

Christine L. Peterson

Corporation Counsel

Tazewell County Asphalt Co.

[Signature]
Principal

Washington International Insurance Company

Ashlyn B. Tucker
Ashlyn B. Tucker, Attorney-in-Fact Sureties

STATE OF Illinois)

) SS

COUNTY OF Champaign)

I, Leslie Wranovics, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ashlyn B Tucker,

who is personally known to me to be the same person who signed the above foregoing instrument as the Attorney in Fact for Washington International Insurance Company,

appeared before me this day in person and acknowledged that he signed the name of

Carl Kaufman, 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 11th day of May, 2021.



Notary Public



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

KEVIN J. BREHENY, RANDY S. CANNADY, TIM R. PATTON, DANIEL A. MARTINI

BLAKE E. ALLISON, RANDY S. TAYLOR, JAMES D. MORGASON and ASHLYN B. TUCKER JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22nd day of OCTOBER, 20 20.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 22nd day of OCTOBER, 20 20, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of May, 20 21.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

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PART 1- PROPOSAL

STATE OF ILLINOIS
CITY OF PEORIA
NOTICE TO BIDDERS

I. Time and Place of Opening Bids.

Sealed proposal for the improvement described herein will be received at the Office of the City Engineer, 3505 N. Dries Lane, Peoria, Illinois, until **11:00 A.M., April 21, 2021**, and at that time publicly opened and read.

2. Description of Work.

(A) Proposed improvement is officially known as:

Warehouse Parking Lot Resurfacing

(B) Proposed improvements consist of the variable depth milling and resurfacing with 2" hot-mix overlay on three (3) parking areas in the Warehouse District. This work shall be done at locations listed and in accordance with the specifications included in this document, the "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016 and as directed by the City Engineer.

3. Instruction to Bidders.

(A) Specifications and proposal forms are issued through the Office of the City Engineer, Public Works Facility, 3505 North Dries Lane, Peoria, IL, Phone number 309-494-8800. Before plans and specifications may be obtained, contractors must be pre-qualified. Electronic documents are available by providing contact information (company name, contact name, phone number, fax number and email address) in an email request to pwdropbox@peoriagov.org.

(B) All proposals must be accompanied by a proposal guaranty as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction" prepared by the Illinois Department of Transportation: a Bid Bond, or a proposal guarantee of cash, a Bank Cashier Check, or a properly certified check made payable to the City of Peoria, for not less than five percent (5%) of the amount of the bid.

(C) Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE PROJECT NAME: "WAREHOUSE PARKING LOT RESURFACING" and the DATE AND TIME the request is due.

(D) All bids are to be mailed or delivered to the City of Peoria, 3505 N. Dries Lane, Peoria, Illinois, 61604 by 11:00 a.m. April 21, 2021, at which time they will be publicly open and read. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the City of Peoria. Contact Andrea Klopfenstein, P.E. at 309-494-8800.

(E) No response will be opened which has been received after the closing time specified in the BID document and it will be returned unopened to the Proposer.

(F) The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Owners' Representative, approval must be obtained prior to the bid opening. The request to use substitute items must be accompanied by complete specifications of the substitute items.

RETURN WITH BID

- (G) Unit costs must be clearly identified for each component requested by the proposal document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. Each pay item should have a unit price, a bid will be declared unacceptable if a unit price is not shown. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his/her authorized Representative.
- (H) Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

4. Rejection of Bids.

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

PROPOSAL

County Peoria
Local Public Agency City of Peoria
Section Number _____
Route Warehouse Parking

1. Proposal of Tazewell County Aspha U Co
Contractor's Name
23497 Ridge Road, East Peoria, IL 61611
Contractor's Address

2. The plans for the proposed work are those prepared by Hanson Professional Services Inc.
and approved by the Department of Transportation on _____

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within _____ days or by 06/04/2021
unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Patrick Nichting Treasurer of City of Peoria, Illinois

The amount of the check is See Bid Bond (_____)

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.

8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

CITY OF PEORIA
PROPOSAL
TO THE CITY OF PEORIA:

1. Proposal of Tazewell County Asphalt Co, 23497 Ridge Rd East Peoria, IL 61611
i. (Name and Address of Bidder)

for the improvement designated in Paragraph 2 below consists of the consists of variable depth milling and resurfacing with 2" hot-mix overlay on three (3) parking areas in the Warehouse District. This work shall be done at locations listed and in accordance with the specifications included in this document, the "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016 and as directed by the City Engineer.

- 2. The specifications for the proposed improvement are those prepared by Hanson Professional Services, Inc., which specifications are designated as **Warehouse Parking Lot Resurfacing**.
- 3. The specifications herein referred to are the "Standard Specifications for Road and Bridge Construction," prepared by the Department of Transportation of the State of Illinois and adopted by said Department on April 1, 2016. The undersigned agrees to accept, as part of the contract, the Special Provisions contained within this proposal.
- 4. The undersigned declares that they will comply with the applicable provisions of Division 100, General Requirements and Covenants.
- 5. The City of Peoria reserves the right to reject any or all proposals as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction," and LRS6 Recurring Special Provision, prepared by the Department of Transportation of the State of Illinois.
- 6. The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City Manager, and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance section 10-102. The contractor will not be liable to perform if situations arise by reason of strikes, acts of god or the public enemy, acts of the City, fires, or floods.
- 7. In case of default by the contractor, the City will procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred.
- 8. Accompanying this proposal is a bid bond, certified check, or cashier's check as specified in BLRS Special Provisions for Bidding Requirements and Conditions for Cost Proposals, 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 \$ _____.

See Bid Bond

Attach Cashier's Check or Certified Check Here

9. The undersigned certifies that it is not delinquent in the payment of any indebtedness, tax, fee or fine owed to the City of Peoria, or in the payment of any tax administered by the Illinois Department of Revenue, and is in compliance with the terms and conditions of Sec. 10-109 of the Peoria City Code and 65 ILCS 5/11-42.1-1.

RETURN WITH BID

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

"The contractor/vendor agrees that the provision of division 4 Article III of Chapter 17 of the code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."
19. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the City of Peoria, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of Federal, State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating and has not been suspended or debarred from receiving federal funding.
20. 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

RETURN WITH BID

any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). *This shall not apply to any city employee involved in the 2018-2019 reduction in force, furlough or early retirement incentive offered by the city within 2018-2019. This shall not apply to any city employee involved in the 2020-2021 reduction in force, furlough or early retirement incentive offered by the city within 2020-2021.*

21. To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria, must be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification Number. This program is unrelated to any State and Federal program.

The number is secured by submitting to the Equal Opportunity Manager a completed Employer Report Form CC-1, a Fifty-dollar (\$50.00) processing fee and a copy of your company's sexual harassment policy statement, if you are a first time applicant. Companies renewing their number do not have to submit a copy of their sexual harassment policy statement. The form may be obtained from the City's website at www.peoriagov.org/equal-opportunity/ by clicking on the link. You can also request a copy by e-mail or calling:

Equal Opportunity Manager
eo@peoriagov.org
(309) 494-8530

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

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

EEO CERTIFICATION (Check one):

We are renewing or applying for an EEO Certification Number. Employer Report Form CC-1 is completed and enclosed.

We have a current EEO Certification Number on file with the City.
Our EEO Certification Number: 00634-210930

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



PURCHASING DIVISION

ANNUAL CERTIFICATE OF COMPLIANCE

This is to certify Tazewell County Asphalt Co Inc has submitted an Employer Report Form (CC1) and other necessary documents satisfactory to the City of Peoria, Office of Equal Opportunity. The above named Company is hereby approved to contract with the City of Peoria and the County of Peoria for a period of one year.

If the information submitted by the Company concerning its Affirmative Action/Equal Employment as well as State and Federal mandates, has been declared false information, through an investigation, such false information shall be deemed a total breach of the contract, and such contract may be terminated, canceled or suspended, in whole or in part, and such contractor may be declared ineligible for any further contracts for a period of up to one year.

Dated this 14th day of July, 2020

Expires this 30th day of August, 2021

EEO Certification Number:

00634-210930



Chris Switzer
Purchasing Manager

EEO CERTIFICATION FORMS NOW AVAILABLE ONLINE!

Visit City of Peoria website at www.ci.peoria.il.us. Click Government, Click Departs A-G, Click Equal Opportunity then Click Forms and select the appropriate form. Please utilize this convenient process.



City Hall Building
419 Fulton Street Rm. 108
Peoria, Illinois 61602
VOICE (309) 494-8507
FAX (309) 494-8510



SCHEDULE OF PRICES

County Peoria
 Local Public Agency City of Peoria
 Section _____
 Route Warehouse Parking

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements	
--	--

Item No.	Items	Unit	Quantity	Unit Price	Total
35800200	AGGREGATE BASE REPAIR	TON	50.00	\$100.00	\$5,000.00
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	835.00	\$ 1.00	\$ 835.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,029.00	\$ 1.00	\$ 1,029.00
40604050	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N50	TON	315.00	\$ 172.84	\$54,444.60
X4401198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	1,510.00	\$ 15.27	\$23,057.70
X0100002	GRADING AND SHAPING SPECIAL	SQ YD	371.00	\$ 9.40	\$ 3,487.40
XX008159	PORTLAND CEMENT CONCRETE BAND FOR PAVER BRICKS	FOOT	175.00	\$ 133.71	\$23,399.25
Z0048900	RAILROAD TRACK REMOVAL	FOOT	240.00	\$ 40.00	\$9,600.00
BIDDER'S PROPOSAL FOR ALL WORK BASE BID					\$120,852.95

RETURN WITH BID

County	<u>Peoria</u>
Local Public Agency	<u>City of Peoria</u>
Section Number	<u></u>
Route	<u>Warehouse Parking Lot</u>

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.
A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.
A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.
- Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, 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.
- Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

County
Local Public Agency
Section Number
Route

Peoria
City of Peoria
Warehouse Parking Lot

SIGNATURES

(If an individual)

Signature of Bidder _____
Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Tazewell County Asphalt

Signed By _____

Business Address 23497 Ridge Rd
East Peoria, IL 61611

Inset Names of Officers

President Carl A. Kaufman
Secretary Kent Kaufman
Treasurer Kent Kaufman

Attest:

Kent Kaufman
Secretary



Route Warehouse Parking Lot
County Peoria
Local Agency City of Peoria
Section

RETURN WITH BID

PAPER BID BOND

WE Tazewell County Asphalt Co., Inc. as PRINCIPAL, and Washington International Insurance Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum.

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.

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 21st day of April, 2021

Principal

Tazewell County Asphalt Co., Inc. (Company Name)

By: [Signature] (Signature and Title)

(Company Name)

By: (Signature and Title)

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

Washington International Insurance Company (Name of Surety)

Surety By: [Signature] (Signature of Attorney-in-Fact)

STATE OF ILLINOIS, COUNTY OF Champaign

I, Leslie Wranovics, a Notary Public in and for said county, do hereby certify that Carl Kaufman and Ashlyn B Tucker

(Insert names of Individuals signing on behalf of PRINCIPAL & SURETY)

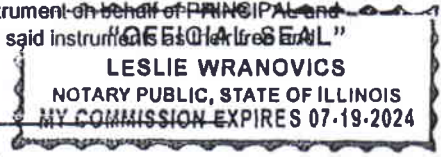
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their voluntary act for the uses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

Given under my hand and notarial seal this 21st day of April, 2021

My commission expires 07/19/2024

[Signature]

(Notary Public)



ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above.

Electronic Bid Bond ID Co de

(Company/Bidder Name)

(Signature and Title)

Date

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

KEVIN J. BREHENY, RANDY S. CANNADY, TIM R. PATTON, DANIEL A. MARTINI

BLAKE E. ALLISON, RANDY S. TAYLOR, JAMES D. MORGASON and ASHLYN B. TUCKER JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22nd day of OCTOBER, 20 20.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 22nd day of OCTOBER, 20 20, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of April, 20 21.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



Apprenticeship or Training Program Certification

Return with Bid

Route	Warehouse Parking Lot
County	Peoria
Local Agency	City of Peoria
Section	

All contractors are required to complete the following certification:

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:


Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

See Attached

IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: Tazewell County Asphalt By:  (Signature)
Address: 23407 Ridge Rd East Point, VA Title: VP
601611



23497 Ridge Road ▪ East Peoria, IL 61611 ▪ PHONE: (309) 698-8404 ▪ FAX: (309) 698-

APPRENTICESHIP OR TRAINING PROGRAM
CERTIFICATION

Unions: Laborers' Local 231, Laborers' Local 165, Laborers' Local 996, Teamsters Local 627, Operating Engineers Local 649

Apprenticeship and Training Programs:

Illinois Laborers' and Contractors' Training Trust Fund
Operating Engineers' Local 649 Apprenticeship Fund



Affidavit of Illinois Business Office

County Peoria
Local Public Agency City of Peoria
Section Number
Route Warehouse Parking Lot

State of Illinois)
) ss.
County of Tazewell)

I, Brandon Fogler of MacKinaw, Illinois,
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

- 1. That I am the VP of Tazewell County Asphalt bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Tazewell County Asphalt, will maintain a business office in the State of Illinois which will be located in Tazewell County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

(Signature) [Handwritten Signature]
Brandon Fogler
(Print Name of Affiant)

This instrument was acknowledged before me on the 20 day of April, 2021.

(SEAL)



[Handwritten Signature]
Kenda A. Gelling
(Signature of Notary Public)



CITY OF
PEORIA

CITY OF PEORIA

RETURN WITH BID

SUB-CONTRACTOR 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

Project

Name: Tazewell County Asphalt
 Address: 23497 Ridge Rd East Peoria IL 61611
 Phone: 309.698.8404
 Contact Person: Brandon Faler
 Email: tfaco@sbcglobal.net
 Ownership Status: MBE WBE M/WBE Non-M/WBE

Name: Warehouse Parking City of Peoria
 Total Contract Value: \$120,850.95

Section III: Selected Subcontractors

Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
<u>Tazewell County Asphalt</u>	<u>Non M/WBE</u>	<u>\$120,850.95</u>	<u>100</u>	<u>Asphalt</u>
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 Bld	Denial Reason

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

-----Continues on next page-----
 For Office Use Only

RETURN WITH BID

Reviewed by: _____

Section V: Subcontractors Contacted (MWBE Only)

Subcontractor Name	Method of Contact	Contact Outcome

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

Section IV

The City of Peoria is committed to promoting equal opportunity and has established the following subcontractor utilization goals for city funded construction projects: 10% MBE and 5% WBE. Prime Contractors 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 the Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participation.

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



Signature of Prime Contractor

Date 4/20/21



CITY OF PEORIA
MBE/ WBE PARTICIPATION WAIVER REQUEST

A. BIDDER/ PROPOSER HEREBY REQUESTS:



MBE WAIVER



WBE WAIVER

B. REASON FOR WAIVER REQUEST

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



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



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



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



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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/ WBE PARTICIPATION



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



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



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



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



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

FOR OFFICE USE ONLY



APPROVED



DISAPPROVED

REVIEWED BY (1)

Andrea Klopfenstein

DATE 04/23/21

(2)

[Signature]

DATE 4-26-21



23497 Ridge Road • East Peoria, IL 61611 • (309) 698-8404 • Fax: (309) 698-8431

RE: City of Peoria - Warehouse Parking Lots Resurfacing

There are not any subcontracting opportunities for this project. It is a small project and we will be performing all of the work ourselves.


Kurt Kaufman

Vice President

Tazewell County Asphalt Co. Inc.

~ Specializing In ~

**ASPHALT PAVING • MAINTENANCE • EXCAVATING • AGGREGATE BASE WORK
COMMERCIAL & RESIDENTIAL**

PART 2- GENERAL CONDITIONS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein, which apply to and govern the construction of Abington and Madison Pipe Culvert Replacement, in Peoria County. In case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The project is located at 815 SW Washington Street and 726 SW Adams Street in the City of Peoria, Peoria County (T8N, R8E, Section 9) Illinois.

CONTACT INFORMATION

The City's contact will be City Engineer Andrea Klopfenstein, P.E. at 309-494-8811.

DESCRIPTION OF PROJECT

The Miscellaneous Parking Lot Resurfacing Project consists of the resurfacing of three parking lots at the locations listed above in the City of Peoria.

PROSECUTION AND PROGRESS OF WORK

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

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

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

TIME OF THE ESSENCE

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

COMPLETION DATE

The assessment of liquidated damages in accordance with Article 108.09 of the Standard Specifications shall be defined with respect to the following final completion date for the project.

The full amount of liquidated damages as specified herein shall be assessed per calendar day should the Contractor fail to complete the specified work on or before midnight Friday, June 4, 2021.

FAILURE TO COMPLETE WORK ON TIME

Should the Contractor fail to complete work by the interim and final completion dates, or within such extra time they may have been allowed by extension, the Contractor shall be liable to the City of Peoria at a rate of \$2,500.00 per day for every calendar day 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.

ITEMS NOT COVERED IN THE SCHEDULE OF ITEMS

If it is necessary to use items that are not covered in the schedule of items, or as described in the specifications, the Contractor shall submit documentation to the City to justify the unit price. The Contractor and City shall set the agreed upon unit price and use that unit price for the remainder of the contract and contract extensions.

PROSECUTION AND PROGRESS OF WORK

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

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

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

EXISTING UNDERGROUND FACILITIES

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

COOPERATION WITH UTILITY COMPANIES

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

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

NOTIFICATION OF UTILITIES PRIOR TO CONSTRUCTION

In addition to notifying J.U.L.I.E., all utility companies must be notified by the Contractor, in writing, at least one (1) week in advance prior to starting construction on the City-wide program so that they will

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

J.U.L.I.E. SYSTEM

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

County Name: Peoria
Township Name: City of Peoria
Section Number: 9, T8N, R8E

NOTIFICATION OF THE PUBLIC

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

It is the responsibility of the Contractor to post "NO PARKING" signs at least 7 days in advance of the start of work. If there are any vehicles that have to be towed the Contractor will first contact the City Police Dispatcher (309-494-8021) to get the name and address of the owner. If the owner lives in the area the Contractor will try to contact the owner directly and request that they move their vehicle. If the Contractor is unable to contact the owner to move the vehicle they will then contact Chuck's Towing at 309-637-0425 and arrange to have a tow truck move the vehicle to the nearest out of the way location. The tow truck will be paid for by the City of Peoria. The Contractor will keep a log of all vehicles moved that lists the date, time and number they tried to contact the owner, the date and time the vehicle is moved, make and model of vehicle, license plate number, name of towing company, vehicle owner's name, the location the vehicle is towed from and the location the vehicle is towed to.

CERTIFIED PAYROLL REQUIREMENTS

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

PREVAILING WAGE PROVISION

This contract is for the performance of "public works" as that term is defined by 820 ILCS 130/2. Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

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

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2021%20Rates/March%2015/Peoria.pdf>

PROTECTION OF THE PUBLIC

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

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

CONSTRUCTION DEBRIS

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

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

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

DAMAGE TO EXISTING TREES

All necessary precautions shall be taken to prevent damage to existing trees. Precautions shall be taken to prevent damage to the bark, branches and foliage of existing trees by machinery or other means. Any damage shall be corrected as directed by the City at the expense of the Contractor.

GUARANTEE PERIOD

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

PART 3- SPECIAL PROVISIONS

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2021

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 4-1-16) (Revised 1-1-21)

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1103	Port landCement Concrete Equipment	91
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Local Public Agency	County	Section Number
City of Peoria	Peoria	

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

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	97
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	100
3	<input type="checkbox"/> EEO	101
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	111
5	<input type="checkbox"/> Required Provisions - State Contracts	116
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	122
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	123
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	124
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	125
10	<input type="checkbox"/> Construction Layout Stakes	128
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	131
12	<input type="checkbox"/> Subsealing of Concrete Pavements	133
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	137
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing	139
15	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	140
16	<input type="checkbox"/> Polymer Concrete	142
17	<input type="checkbox"/> PVC Pipeliner	144
18	<input type="checkbox"/> Bicycle Racks	145
19	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	147
20	Reserved	149
21	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	150
22	<input type="checkbox"/> English Substitution of Metric Bolts	151
23	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	152
24	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	153
25	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	161
26	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	177
27	Reserved	179
28	<input type="checkbox"/> Preventive Maintenance - Bituminous Surface Treatment (A-1)	180
29	Reserved	186
30	Reserved	187
31	Reserved	188
32	<input type="checkbox"/> Temporary Raised Pavement Markers	189
33	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	190
34	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	193
35	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	197
36	<input type="checkbox"/> Longitudinal Joint and Crack Patching	200
37	<input type="checkbox"/> Concrete Mix Design - Department Provided	202

City of Peoria

Peoria

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

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	204
LRS 2	<input type="checkbox"/> Furnished Excavation	205
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	206
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	207
LRS 5	<input checked="" type="checkbox"/> Contract Claims	208
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	209
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	215
LRS 8	Reserved	221
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	222
LRS 10	Reserved	223
LRS 11	<input checked="" type="checkbox"/> Employment Practices	224
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	226
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	228
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	229
LRS 15	<input checked="" type="checkbox"/> Partial Payments	232
LRS 16	<input checked="" type="checkbox"/> Protests on Local Lettings	233
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	234
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	235

PROJECT SPECIAL PROVISIONS

STATE OF ILLINOIS
CITY OF PEORIA

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted April 1, 2016", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of the Warehouse Parking Lot Resurfacing in Peoria County, Illinois. In case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

COORDINATION WITH THE CITY

Contractor shall notify the city before closing the parking areas. City crews will remove all existing appurtenances (signs, parking blocks, bike racks, etc.) from the three parking lot locations. After construction, City crews will complete the striping and reinstall signs and other appurtenances as needed.

CONSTRUCTION SEQUENCE AND SCHEDULE

The Contractor shall prepare a progress schedule as required by Section 108 of the Standard Specifications. The Contractor shall coordinate items of work in order to keep hazards, traffic inconvenience and limited access to residences and businesses within/adjacent to the work zone to a minimum. In particular, construction shall be staged as shown on the plans and as listed below to meet the following requirements:

Prior to the start of any work and before any day only lane closures of any city street the City of Peoria shall be contacted to inform them of the beginning date of construction at least 72 hours before construction begins. Road closures will be implemented according the standards listed in the plans or in the specification. The detour route shall be set up before the roadway is closed.

A construction progress schedule indicating project milestones shall be completed and strictly adhered to by the Contractor unless a request to modify the schedule is submitted in writing and approved by the Engineer.

AGGREGATE BASE REPAIR

This work shall consist of repairing the existing subgrade at locations determined in the field by the Engineer.

Any failure areas shall be repaired by removing existing material as directed and adding CA 6 aggregate to bring the subgrade to the required elevation. The material shall be compacted as directed by the Engineer.

The quantity for this work has been estimated in order to establish a unit bid price. No change in contract unit price will be allowed because of an adjustment of these quantities due to actual conditions encountered in the field.

Method of Measurement: This work will be measured for payment in tons.

Basis of Payment: This work will be paid for at the contract unit price per ton for AGGREGATE BASE REPAIR, which shall include all labor, material, and equipment necessary to perform the work.

HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

This work shall consist of the removal and satisfactory disposal of hot-mix asphalt to allow the proposed section to be applied as shown on the plans or as specified by the Engineer. All work shall be done in accordance with Section 440 of the Standard Specifications and as directed by the Engineer.

Method of Measurement: This work will be measured for payment in place and the area computed in square yards.

Basis of Payment: This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH.

GRADING AND SHAPING SPECIAL

This work shall consist of removal and satisfactory disposal of the existing aggregate surface course and subgrade to establish a paving surface in accordance with the plan details at locations noted in the plans. This work shall also consist of compacting the subgrade in accordance with Section 301.

The quantity for this work has been estimated in order to establish a unit bid price. No change in contract unit price will be allowed because of an adjustment of these quantities due to actual conditions encountered in the field.

There may be subgrade locations that are required by the Engineer to be repaired. See the special provision for AGGREGATE BASE REPAIR that will cover repair areas.

Method of Measurement: This work will be measured for payment in place and the area computed in square yards.

Basis of Payment: This work will be paid for at the contract unit price per square yard for GRADING AND SHAPING SPECIAL, which shall include all labor, material, and equipment necessary to perform the work.

PORTLAND CEMENT CONCRETE BAND FOR PAVER BRICKS

This work shall be in accordance with the applicable portions of Section 606 of the Standard Specifications and as detailed in the plans.

The concrete band shall be constructed at the locations determined in the field by Engineer. Quantity for this pay item has been estimated to establish a contract unit bid price. No change in contract unit price will be allowed because of an adjustment of these quantities due to actual conditions encountered in the field.

Existing pavers may have to be removed and reinstalled to complete this work. The cost of this work will not be paid for separately but shall be included in the unit cost of PORTLAND CEMENT CONCRETE BAND FOR PAVER BRICKS.

Method of Measurement: This work will be measured for payment along the top of constructed band.

Basis of Payment: This work will be paid for at the contract unit price per foot for PORTLAND CEMENT CONCRETE BAND FOR PAVER BRICKS, which shall include all labor, material, and equipment necessary to perform the work.

RAILROAD TRACK REMOVAL

This work shall consist of removing any existing concrete steel railroad tracks within the limits of the improvements. The tracks shall be cut at each end and removed in a manner to minimize disturbance to

any adjacent infrastructure that is to remain. Any holes or depressions left after removing the tracks shall be backfilled and compacted to the proposed subgrade to the satisfaction of the Engineer.

Method of Measurement: This work will be measured for payment along the top of track.

Basis of Payment: This work will be paid for at the contract unit price bid per foot for RAILROAD TRACK REMOVAL, which shall include all labor, material, and equipment necessary to perform the work.

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Peoria County

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets
SPECIAL PROVISION
FOR
CONSTRUCTION AND MAINTENANCE SIGNS

Effective: January 1, 2004
Revised: June 1, 2007

All references to Sections or Articles in this specification shall be construed to mean a specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

701.14. Signs. Add the following paragraph to Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.

BDE SPECIAL PROVISIONS
For the April 23 and June 11, 2021 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

File Name	#		Special Provision Title	Effective	Revised
80099	1	<input type="checkbox"/>	Accessible Pedestrian Signals (APS)	April 1, 2003	April 1, 2020
80274	2	<input type="checkbox"/>	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192	3	<input type="checkbox"/>	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4	<input type="checkbox"/>	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426	5	<input type="checkbox"/>	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	
80436	6	<input checked="" type="checkbox"/>	Blended Finely Divided Minerals	April 1, 2021	
80241	7	<input type="checkbox"/>	Bridge Demolition Debris	July 1, 2009	
50261	8	<input type="checkbox"/>	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	9	<input type="checkbox"/>	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	10	<input type="checkbox"/>	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	11	<input type="checkbox"/>	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80425	12	<input type="checkbox"/>	Cape Seal	Jan. 1, 2020	Jan. 1, 2021
80384	13	<input type="checkbox"/>	Compensable Delay Costs	June 2, 2017	April 1, 2019
80198	14	<input type="checkbox"/>	Completion Date (via calendar days)	April 1, 2008	
80199	15	<input type="checkbox"/>	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	16	<input type="checkbox"/>	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	17	<input type="checkbox"/>	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80261	18	<input type="checkbox"/>	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80387	19	<input type="checkbox"/>	Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	
80434	20	<input type="checkbox"/>	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
80029	21	<input type="checkbox"/>	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
80402	22	<input checked="" type="checkbox"/>	Disposal Fees	Nov. 1, 2018	
80378	23	<input type="checkbox"/>	Dowel Bar Inserter	Jan. 1, 2017	Jan. 1, 2018
80421	24	<input type="checkbox"/>	Electric Service Installation	Jan. 1, 2020	
80415	25	<input type="checkbox"/>	Emulsified Asphalts	Aug. 1, 2019	
80423	26	<input type="checkbox"/>	Engineer's Field Office and Laboratory	Jan. 1, 2020	
80229	27	<input type="checkbox"/>	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80417	28	<input type="checkbox"/>	Geotechnical Fabric for Pipe Underdrains and French Drains	Nov. 1, 2019	
80420	29	<input type="checkbox"/>	Geotextile Retaining Walls	Nov. 1, 2019	
80433	30	<input type="checkbox"/>	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	
80304	31	<input type="checkbox"/>	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2020
80422	32	<input type="checkbox"/>	High Tension Cable Median Barrier	Jan. 1, 2020	Nov. 1, 2020
80416	33	<input checked="" type="checkbox"/>	Hot-Mix Asphalt – Binder and Surface Course	July 2, 2019	Nov. 1, 2019
80398	34	<input type="checkbox"/>	Hot-Mix Asphalt – Longitudinal Joint Sealant	Aug. 1, 2018	Nov. 1, 2019
80406	35	<input type="checkbox"/>	Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT)	Jan. 1, 2019	Jan. 2, 2021
80347	36	<input type="checkbox"/>	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	July 2, 2019
80383	37	<input type="checkbox"/>	Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	July 2, 2019
80411	38	<input type="checkbox"/>	Luminaires, LED	April 1, 2019	
80393	39	<input type="checkbox"/>	Manholes, Valve Vaults, and Flat Slab Tops	Jan. 1, 2018	March 1, 2019
80045	40	<input type="checkbox"/>	Material Transfer Device	June 15, 1999	Aug. 1, 2014
80418	41	<input type="checkbox"/>	Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
80424	42	<input type="checkbox"/>	Micro-Surfacing and Slurry Sealing	Jan. 1, 2020	Jan. 1, 2021
80428	43	<input type="checkbox"/>	Mobilization	April 1, 2020	
80412	44	<input type="checkbox"/>	Obstruction Warning Luminaires, LED	Aug. 1, 2019	
80430	45	<input checked="" type="checkbox"/>	Portland Cement Concrete – Haul Time	July 1, 2020	
80359	46	<input type="checkbox"/>	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Nov. 1, 2019

80431	47	<input type="checkbox"/>	Portland Cement Concrete Pavement Patching	July 1, 2020	
80432	48	<input type="checkbox"/>	Portland Cement Concrete Pavement Placement	July 1, 2020	
80300	49	<input type="checkbox"/>	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
34261	50	<input type="checkbox"/>	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	51	<input type="checkbox"/>	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	52	<input checked="" type="checkbox"/>	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 2, 2021
80407	53	<input type="checkbox"/>	Removal and Disposal of Regulated Substances	Jan. 1, 2019	Jan. 1, 2020
80419	54	<input type="checkbox"/>	Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Nov. 1, 2019	April 1, 2020
80395	55	<input type="checkbox"/>	Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
80340	56	<input type="checkbox"/>	Speed Display Trailer	April 2, 2014	Jan. 1, 2017
80127	57	<input type="checkbox"/>	Steel Cost Adjustment	April 2, 2004	Aug. 1, 2017
80408	58	<input type="checkbox"/>	Steel Plate Beam Guardrail Manufacturing	Jan. 1, 2019	
80413	59	<input type="checkbox"/>	Structural Timber	Aug. 1, 2019	
80397	60	<input type="checkbox"/>	Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	61	<input type="checkbox"/>	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
* 80437	62	<input type="checkbox"/>	Submission of Payroll Records	April 1, 2021	
* 80435	63	<input type="checkbox"/>	Surface Testing of Pavements – IRI	Jan. 1, 2021	April 1, 2021
80298	64	<input type="checkbox"/>	Temporary Pavement Marking	April 1, 2012	April 1, 2017
80409	65	<input type="checkbox"/>	Traffic Control Devices - Cones	Jan. 1, 2019	
80410	66	<input type="checkbox"/>	Traffic Spotters	Jan. 1, 2019	
20338	67	<input type="checkbox"/>	Training Special Provisions	Oct. 15, 1975	
80318	68	<input type="checkbox"/>	Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
80429	69	<input type="checkbox"/>	Ultra-Thin Bonded Wearing Course	April 1, 2020	
80288	70	<input type="checkbox"/>	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	71	<input type="checkbox"/>	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80414	72	<input type="checkbox"/>	Wood Fence Sight Screen	Aug. 1, 2019	April 1, 2020
80427	73	<input type="checkbox"/>	Work Zone Traffic Control Devices	Mar. 2, 2020	
80071	74	<input type="checkbox"/>	Working Days	Jan. 1, 2002	

The following special provisions are in the 2021 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80277	Concrete Mix Design – Department Provided	Check Sheet #37	Jan. 1, 2012	April 1, 2016
80405	Elastomeric Bearings	Article 1083.01	Jan. 1, 2019	
80388	Equipment Parking and Storage	Article 701.11	Nov. 1, 2017	
80165	Moisture Cured Urethane Paint System	Article 1008.06	Nov. 1, 2006	Jan. 1, 2010
80349	Pavement Marking Blackout Tape	Articles 701.04, 701.19(f), 701.20(j) and 1095.06	Nov. 1, 2014	April 1, 2016
80371	Pavement Marking Removal	Articles 783.02-783.04, 783.06 and 1101.13	July 1, 2016	
80389	Portland Cement Concrete	Article 1020.04 Table 1 and Note 4	Nov. 1, 2017	
80403	Traffic Barrier Terminal, Type 1 Special	Articles 631.04 and 631.12	Nov. 1, 2018	

The following special provisions have been deleted from use.

<u>File Name</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80317	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	Aug. 1, 2019

The following special provisions require additional information from the designer. The additional information needs to be submitted as a separate document. The Project Coordination and Implementation section will then include the information in the applicable special provision.

- Bridge Demolition Debris
- Building Removal - Case I
- Building Removal – Case II
- Building Removal - Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

BLENDED FINELY DIVIDED MINERALS (BDE)

Effective: April 1, 2021

Revise the second paragraph of Article 1010.01 of the Standard Specifications to read:

“Different sources or types of finely divided minerals shall not be mixed or used alternately in the same item of construction, except as a blended finely divided mineral product according to Article 1010.06.”

Add the following article to Section 1010 of the Standard Specifications:

“1010.06 Blended Finely Divided Minerals. Blended finely divided minerals shall be the product resulting from the blending or intergrinding of two or three finely divided minerals. Blended finely divided minerals shall be according to ASTM C 1697, except as follows.

- (a) Blending shall be accomplished by mechanically or pneumatically intermixing the constituent finely divided minerals into a uniform mixture that is then discharged into a silo for storage or tanker for transportation.
- (b) The blended finely divided mineral product will be classified according to its predominant constituent or the manufacturer’s designation and shall meet the chemical requirements of its classification. The other finely divided mineral constituent(s) will not be required to conform to their individual standards.”

80436

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

HOT-MIX ASPHALT – BINDER AND SURFACE COURSE (BDE)

Effective: July 2, 2019
 Revised: November 1, 2019

Description. This work shall consist of constructing a hot-mix asphalt (HMA) binder and/or surface course on a prepared base. Work shall be according to Sections 406 and 1030 of the Standard Specifications, except as modified herein.

Materials. Add the following after the second paragraph of Article 1003.03(c):

“For mixture IL-9.5FG, at least 67 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, steel slag sand, or combinations thereof meeting FA 20 gradation.”

Revise Article 1004.03(c) to read:

“(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0	CA 11 ^{1/}
	SMA 12.5 ^{2/}	CA 13, CA 14, or CA 16
	SMA 9.5 ^{2/}	CA 13 or CA 16 ^{3/}
	IL-9.5	CA 16
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
	IL-9.5L	CA 16

1/ CA 16 or CA 13 may be blended with the CA 11.

2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ The specified coarse aggregate gradations may be blended.”

HMA Nomenclature. Revise the “High ESAL” portion of the table in Article 1030.01 to read:

“High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, SMA 9.5
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	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5"
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Mixture Design. Revise the table in Article 1030.04(a)(1) and add SMA 9.5 and IL-9.5FG mixture compositions as follows:

"HIGH ESAL, MIXTURE COMPOSITION (% PASSING) ^{1/}						
Sieve Size	SMA 12.5 ^{5/}		SMA 9.5 ^{5/}		IL-9.5FG	
	min.	max.	min.	max.	min.	max.
1 in. (25 mm)						
3/4 in. (19 mm)		100		100		
1/2 in. (12.5 mm)	90	99	95	100		100
3/8 in. (9.5 mm)	50	85	70	95	90	100
#4 4.75 mm)	20	40	30	50	60	75
#8 (2.36 mm)	16	24 ^{4/}	20	30	45	60
#16 (1.18 mm)				21	25	40
#30 (600 μm)				18	15	30
#50 (300 μm)				15	8	15
#100 (150 μm)					6	10
#200 (75 μm)	8.0	11.0 ^{3/}	8.0	11.0 ^{3/}	4.0	6.5
#635 (20 μm)		≤ 3.0		≤ 3.0		
Ratio of Dust/Asphalt Binder						1.0

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with N_{design} = 90.

- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ When establishing the adjusted job mix formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above 24 percent.
- 5/ When the bulk specific gravity (Gsb) of the component aggregates vary by more than 0.2, the blend gradations shall be based on volumetric percentage."

Revise the table in Article 1030.04(b)(1) to read:

"VOLUMETRIC REQUIREMENTS, High ESAL				
Ndesign	Voids in the Mineral Aggregate (VMA), % minimum			Voids Filled with Asphalt Binder (VFA), %
	IL-19.0	IL-9.5 IL-9.5FG	IL-4.75 ^{1/}	
50	13.5	15.0	18.5	65 - 78 ^{2/}
70				
90				

- 1/ Maximum draindown for IL-4.75 shall be 0.3 percent.
- 2/ VFA for IL-4.75 shall be 76-83 percent.
- 3/ VFA for IL-9.5FG shall be 65-78 percent."

Revise the table in Article 1030.04(b)(3) to read:

"VOLUMETRIC REQUIREMENTS, SMA 12.5 ^{1/} and SMA 9.5 ^{1/}				
ESALs (million)	Ndesign	Design Air Voids Target, %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %
≤ 10	50	4.0	16.0	75 - 80
> 10	80	4.0	17.0	75 - 80

- 1/ Maximum draindown shall be 0.3 percent."

Quality Control/Quality Assurance (QC/QA). Revise the third paragraph of Article 1030.05(d)(3) to read:

"If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the

QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure."

Add the following paragraphs to the end of Article 1030.05(d)(3):

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement). Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location.

When a longitudinal joint sealant (LJS) is applied, longitudinal joint density testing will not be required on the joint(s) sealed."

Revise the second table in Article 1030.05(d)(4) and its notes to read:

"DENSITY CONTROL LIMITS			
Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density, minimum
IL-4.75	Ndesign = 50	93.0 – 97.4 % ^{1/}	91.0%
IL-9.5FG	Ndesign = 50 - 90	93.0 – 97.4 %	91.0%
IL-9.5	Ndesign = 90	92.0 – 96.0 %	90.0%
IL-9.5, IL-9.5L,	Ndesign < 90	92.5 – 97.4 %	90.0%
IL-19.0	Ndesign = 90	93.0 – 96.0 %	90.0%
IL-19.0, IL-19.0L	Ndesign < 90	93.0 ^{2/} – 97.4 %	90.0%
SMA	Ndesign = 50 or 80	93.5 – 97.4 %	91.0%

1/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge.

2/ 92.0 % when placed as first lift on an unimproved subgrade.”

Equipment. Add the following to Article 1101.01 of the Standard Specifications:

“(h) Oscillatory Roller. The oscillatory roller shall be self-propelled and provide a smooth operation when starting, stopping, or reversing directions. The oscillatory roller shall be able to operate in a mode that will provide tangential impact force with or without vertical impact force by using at least one drum. The oscillatory roller shall be equipped with water tanks and sprinkling devices, or other approved methods, which shall be used to wet the drums to prevent material pickup. The drum(s) amplitude and frequency of the tangential and vertical impact force shall be approximately the same in each direction and meet the following requirements:

- (1) The minimum diameter of the drum(s) shall be 42 in. (1070 mm);
- (2) The minimum length of the drum(s) shall be 57 in. (1480 mm);
- (3) The minimum unit static force on the drum(s) shall be 125 lb/in. (22 N/m); and
- (4) The minimum force on the oscillatory drum shall be 18,000 lb (80 kN).”

CONSTRUCTION REQUIREMENTS

Add the following to Article 406.03 of the Standard Specifications:

“(j) Oscillatory Roller 1101.01”

Revise the third paragraph of Article 406.05(a) to read:

“All depressions of 1 in. (25 mm) or more in the surface of the existing pavement shall be filled with binder. At locations where heavy disintegration and deep spalling exists, the area shall be cleaned of all loose and unsound material, tacked, and filled with binder (hand method).”

Revise Article 406.05(c) to read.

“(c) Binder (Hand Method). Binder placed other than with a finishing machine will be designated as binder (hand method) and shall be compacted with a roller to the satisfaction of the Engineer. Hand tamping will be permitted when approved by the Engineer.”

Revise the special conditions for mixture IL-4.75 in Article 406.06(b)(2)e. to read:

“e. The mixture shall be overlaid within 5 days of being placed.”

Revise Article 406.06(d) to read:

"(d) Lift Thickness. The minimum compacted lift thickness for HMA binder and surface courses shall be as follows.

MINIMUM COMPACTED LIFT THICKNESS	
Mixture Composition	Thickness, in. (mm)
IL-4.75	3/4 (19) - over HMA surfaces ^{1/} 1 (25) - over PCC surfaces ^{1/}
IL-9.5FG	1 1/4 (32)
IL-9.5, IL-9.5L	1 1/2 (38)
SMA 9.5	1 1/2 (38)
SMA 12.5	2 (51)
IL-19.0, IL-19.0L	2 1/4 (57)

1/ The maximum compacted lift thickness for mixture IL-4.75 shall be 1 1/4 in. (32 mm)."

Revise Table 1 and Note 3/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

"TABLE 1 - MINIMUM ROLLER REQUIREMENTS FOR HMA				
	Breakdown Roller (one of the following)	Intermediate Roller	Final Roller (one or more of the following)	Density Requirement
Binder and Surface ^{1/}	V _D , P ^{3/} , T _B , 3W, O _T , O _B	P ^{3/} , O _T , O _B	V _s , T _B , T _F , O _T	As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7).
IL-4.75 and SMA ^{4/5/}	T _B , 3W, O _T	--	T _F , 3W, O _T	
Bridge Decks ^{2/}	T _B	--	T _F	As specified in Articles 582.05 and 582.06.

3/ A vibratory roller (V_b) or oscillatory roller (O_T or O_B) may be used in lieu of the pneumatic-tired roller on mixtures containing polymer modified asphalt binder."

Add the following to EQUIPMENT DEFINITION in Article 406.07(a) contained in the Errata of the Supplemental Specifications:

"O_T - Oscillatory roller, tangential impact mode. Maximum speed is 3.0 mph (4.8 km/h) or 264 ft/min (80 m/min).

O_B - Oscillatory roller, tangential and vertical impact mode, operated at a speed to produce not less than 10 vertical impacts/ft (30 impacts/m)."

Basis of Payment. Replace the second through the fifth paragraphs of Article 406.14 with the following:

"HMA binder and surface courses will be paid for at the contract unit price per ton (metric ton) for MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS; HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), of the Ndesign specified; HOT-MIX ASPHALT BINDER COURSE, of the mixture composition and Ndesign specified; HOT-MIX ASPHALT SURFACE COURSE, of the mixture composition, friction aggregate, and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), of the Ndesign specified; POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, of the mixture composition and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, of the mixture composition, friction aggregate, and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, of the mixture composition and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, of the mixture composition, friction aggregate, and Ndesign specified."

80416

PORTLAND CEMENT CONCRETE – HAUL TIME (BDE)

Effective: July 1, 2020

Revise Article 1020.11(a)(7) of the Standard Specifications to read:

"(7) Haul Time. Haul time shall begin when the delivery ticket is stamped. The delivery ticket shall be stamped no later than five minutes after the addition of the mixing water to the cement, or after the addition of the cement to the aggregate when the combined aggregates contain free moisture in excess of two percent by weight (mass). If more than one batch is required for charging a truck using a stationary mixer, the time of haul shall start with mixing of the first batch. Haul time shall end when the truck is emptied for incorporation of the concrete into the work. The maximum haul time shall be as follows.

Concrete Temperature at Point of Discharge, °F (°C)	Maximum Haul Time ^{1/} (minutes)	
	Truck Mixer or Truck Agitator	Nonagitator Truck
50 - 64 (10 - 17.5)	90	45
> 64 (> 17.5) - without retarder	60	30
> 64 (> 17.5) - with retarder	90	45

1/ To encourage start-up testing for mix adjustments at the plant, the first two trucks will be allowed an additional 15 minutes haul time whenever such testing is performed.

For a mixture which is not mixed on the jobsite, a delivery ticket shall be required for each load. The following information shall be recorded on each delivery ticket: (1) ticket number; (2) name of producer and plant location; (3) contract number; (4) name of Contractor; (5) stamped date and time batched; (6) truck number; (7) quantity batched; (8) amount of admixture(s) in the batch; (9) amount of water in the batch; and (10) Department mix design number.

For concrete mixed in jobsite stationary mixers, the above delivery ticket may be waived, but a method of verifying the haul time shall be established to the satisfaction of the Engineer."

80430

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012

Revised: January 2, 2021

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

1031.01 Description. Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). RAS is the material produced from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material by weight of RAS, as defined in the Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". RAS shall come from a facility source on the Department's "Qualified Producer List of Certified Sources for Reclaimed Asphalt Shingles" where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
 - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
 - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

1031.02 Stockpiles. RAP and RAS stockpiles shall be according to the following.

- (a) RAP Stockpiles. The Contractor shall construct individual RAP stockpiles meeting one of the following definitions. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the Department provide documentation on the quality of the RAP to clarify the appropriate stockpile.

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the No. 4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mixture composition of the mix design.
- (2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogeneous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. Conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag.
- (4) Conglomerate "D" Quality (Conglomerate DQ). Conglomerate DQ RAP stockpiles shall be according to Articles 1031.02(a)(1)-1031.02(a)(3), except they may also consist of RAP from HMA shoulders, bituminous stabilized subbases, or HMA (High or Low ESAL) binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP/FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, non-bituminous surface treatment (i.e. high friction surface treatments), pavement fabric, joint sealants, plant cleanout, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise specified by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) or fine FRAP up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be B quality or better from an

approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type, and lot number shall be maintained by project contract number and kept for a minimum of three years.

Additional processed RAP/FRAP/RAS shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the original stockpile after the test results for the working pile are found to meet the requirements specified in Articles 1031.03 and 1031.04.

1031.03 Testing. RAP/FRAP and RAS testing shall be according to the following.

(a) RAP/FRAP Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.

(1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2,000 tons (1,800 metric tons) and one sample per 2,000 tons (1,800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4,000 tons (3,600 metric tons).

(2) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the Department proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Each sample shall be split to obtain two equal samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall perform a washed extraction on the other test sample according to Illinois Modified AASHTO T 164. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

(b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to the Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Source".

Samples shall be collected during stockpiling at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1,000 tons (900 metric tons) and one sample per 500 tons (450 metric tons) or a minimum of once per week, whichever is more frequent, thereafter. A minimum of five samples are required for stockpiles less than 1,000 tons (900 metric tons).

Before testing, each sample shall be split to obtain two test samples. One of the two test samples from the final split shall be labeled and stored for Department use. The

Contractor shall perform a washed extraction and test for unacceptable materials on the other test sample according to Illinois Modified AASHTO T 164. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

The Contractor shall obtain and make available all of the test results from the start of the original stockpile.

1031.04 Evaluation of Tests. Evaluation of test results shall be according to the following.

- (a) Limits of Precision. The limits of precision between the Contractor's and the Department's split sample test results shall be according to the following.

Test Parameter	Limits of Precision		
	RAP	FRAP	RAS
% Passing			
1/2 in. (12.5 mm)	6.0 %	5.0 %	
# 4 (4.75 mm)	6.0 %	5.0 %	
# 8 (2.36 mm)	4.0 %	3.0 %	4.0 %
# 30 (600 μm)	3.0 %	2.0 %	4.0 %
# 200 (75 μm)	2.5 %	2.2 %	4.0 %
Asphalt Binder	0.4 %	0.3 %	3.0 %
G _{mm}	0.035	0.030	

If the test results are outside the above limits of precision, the Department will immediately investigate.

- (b) Evaluation of RAP/FRAP Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation, and when applicable G_{mm}. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	FRAP/Homogeneous/ Conglomerate
1 in. (25 mm)	
1/2 in. (12.5 mm)	± 8 %
# 4 (4.75 mm)	± 6 %
# 8 (2.36 mm)	± 5 %
# 16 (1.18 mm)	
# 30 (600 μm)	± 5 %
# 200 (75 μm)	± 2.0 %
Asphalt Binder	± 0.4 % ^{1/}
G _{mm}	± 0.03 ^{2/}

1/ The tolerance for FRAP shall be ± 0.3 percent.

- 2/ For stockpile with slag or steel slag present as determined in the current Manual of Test Procedures Appendix B 21, "Determination of Aggregate Bulk (Dry) Specific Gravity (Gsb) of Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)".

If more than 20 percent of the test results for an individual parameter (individual sieves, G_{mm} , and/or asphalt binder content) are out of the above tolerances, the RAP/FRAP shall not be used in HMA unless the RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the Department for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for solvent extractions according to the document "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

- (c) Evaluation of RAS and RAS Blended with Manufactured Sand or Fine FRAP Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS
# 8 (2.36 mm)	± 5 %
# 16 (1.18 mm)	± 5 %
# 30 (600 µm)	± 4 %
# 200 (75 µm)	± 2.5 %
Asphalt Binder Content	± 2.0 %

If more than 20 percent of the test results for an individual parameter (individual sieves and/or asphalt binder content) are out of the above tolerances, or if the unacceptable material exceeds 0.5 percent by weight of material retained on the No. 4 (4.75 mm) sieve, the RAS or RAS blend shall not be used in Department projects. All test data and acceptance ranges shall be sent to the Department for evaluation.

1031.05 Quality Designation of Aggregate in RAP/FRAP.

- (a) RAP. The aggregate quality of the RAP for homogeneous, conglomerate, and conglomerate DQ stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
- (1) RAP from Class I, HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
 - (2) RAP from Class I binder, HMA (High ESAL) binder, or (Low ESAL) IL-19.0L binder mixtures are designated as containing Class C quality coarse aggregate.

(3) RAP from BAM stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

(b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus No. 4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant laboratory prequalified by the Department for the specified testing. The consultant laboratory shall submit the test results along with the recovered aggregate sample to the District Office. Consultant laboratory services will be at no additional cost to the Department. The District will forward the sample to the Central Bureau of Materials Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

1031.06 Use of RAP/FRAP and/or RAS in HMA. The use of RAP/FRAP and/or RAS shall be the Contractor's option when constructing HMA in all contracts.

(a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.

- (1) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) surface and binder mixture applications.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. FRAP from conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus No. 4 (4.75 mm) homogeneous FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, or conglomerate.

(6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given Ndesign.

(b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.

(c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.

(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement (ABR) shall not exceed the amounts listed in the following table.

HMA Mixtures - RAP/RAS Maximum ABR % ^{1/2/}			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

(2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA Mixtures - FRAP/RAS Maximum ABR % ^{1/2/}			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface
30	55	45	15
50	45	40	15
70	45	35	15
90	45	35	15
SMA	--	--	25

IL-4.75	--	--	35
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- 1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

1031.07 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the detailed requirements specified herein.

- (a) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS mix designs shall be submitted for verification. If additional RAP/FRAP and/or RAS stockpiles are tested and found that no more than 20 percent of the individual parameter test results, as defined in Article 1031.04, are outside of the control tolerances set for the original RAP/FRAP and/or RAS stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP and/or RAS stockpiles may be used in the original mix design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design.

The RAP, FRAP, and RAS stone bulk specific gravities (G_{sb}) shall be according to the "Determination of Aggregate Bulk (Dry) Specific Gravity (G_{sb}) of Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)" procedure in the Department's Manual of Test Procedures for Materials.

1031.08 HMA Production. HMA production utilizing RAP/FRAP and/or RAS shall be as follows.

To remove or reduce agglomerated material, a scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP/FRAP and/or RAS feed system to remove or reduce oversized material.

If the RAP/FRAP and/or RAS control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and/or RAS and either switch to the virgin aggregate design or submit a new mix design.

- (a) RAP/FRAP. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.
- (b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within

± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.

(c) RAP/FRAP and/or RAS. HMA plants utilizing RAP/FRAP and/or RAS shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- g. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate and RAP/FRAP/RAS moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP/RAS are recorded in a wet condition.)
- i. A positive dust control system shall be utilized when the combined contribution of reclaimed material passing the No. 200 sieve exceeds 1.5 percent.

(2) Batch Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- d. Mineral filler weight to the nearest pound (kilogram).
- e. RAP/FRAP/RAS weight to the nearest pound (kilogram).

- f. Virgin asphalt binder weight to the nearest pound (kilogram).
- g. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

1031.09 RAP in Aggregate Applications. RAP in aggregate applications shall be according to the Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications" and the following.

- (a) RAP in Aggregate Surface Course and Aggregate Wedge Shoulders, Type B. The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders, Type B shall be as follows.
 - (1) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply.
 - (2) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted.
- (b) RAP in Aggregate Subgrade Improvement (ASI). RAP in ASI shall be according to Article 1031.06, except "Conglomerate DQ" and "Non-Quality" may be used."

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**APPENDIX A – CITY OF PEORIA EEO AND
MINORITY PARTICIPATION**

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) Packers, 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 webinfo@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.

EEO DOCUMENTS

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

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

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

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

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

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

Which form do I submit?

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

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

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

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

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

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

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

KEEP THIS PAGE FOR YOUR RECORDS

MINORITY AND WOMEN BUSINESS ENTERPRISE DIRECTORY

To assist Bidders in their outreach efforts, the City of Peoria has developed a Minority and Women Business Enterprise (M/WBE) directory. Go to the City's website at <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

Name: _____
Address: _____
Phone: _____

PROJECT

Name: _____

PART 1

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

From Name _____

To Name _____

Address _____

Address _____

Phone _____

Phone _____

Status MBE WBE Non-M/WBE

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

Contract Amount _____

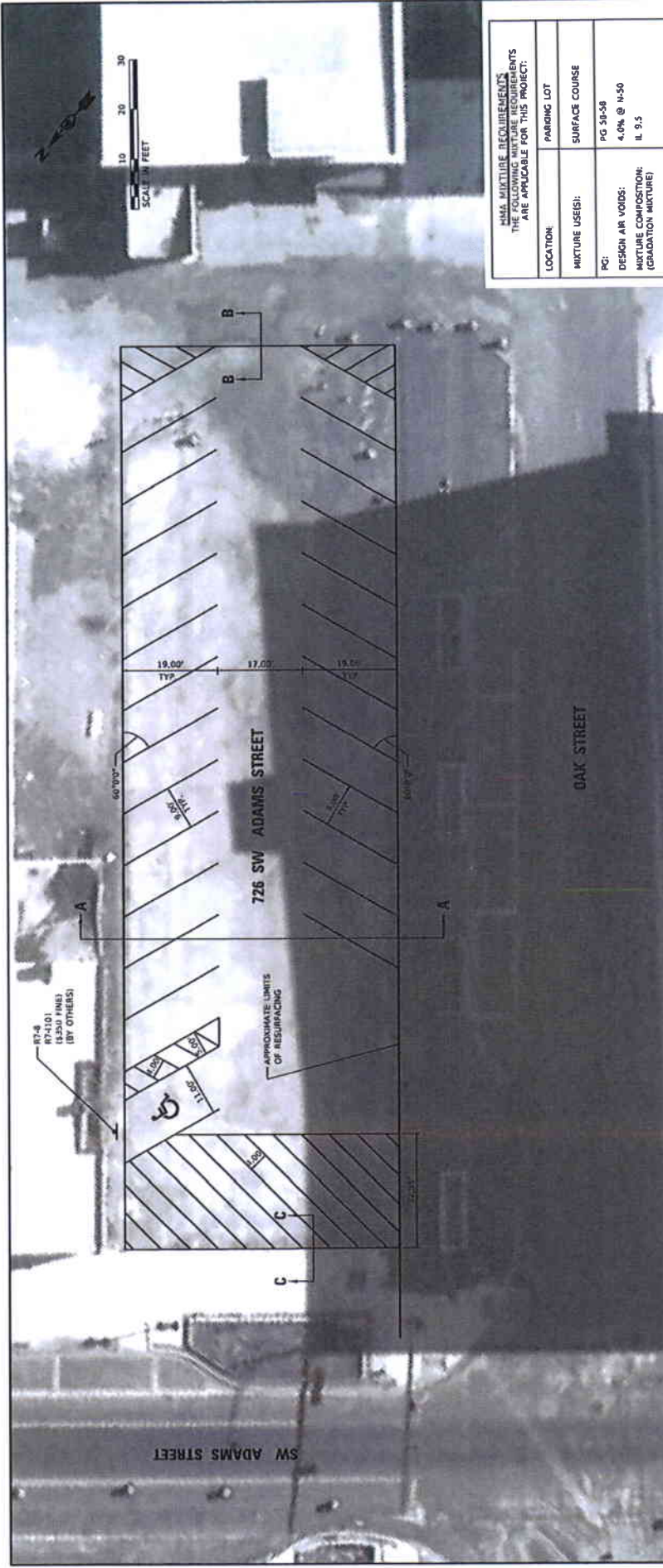
Scope of Work _____

Signed: _____

Contractor

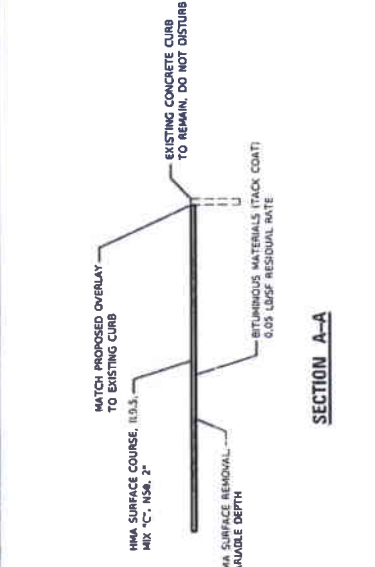
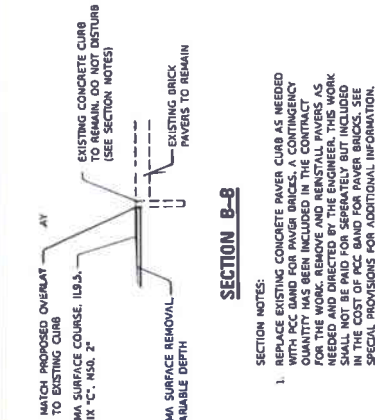
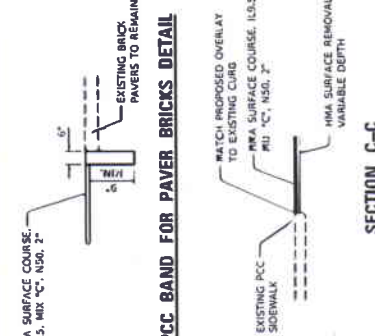
Title

APPENDIX B – PLANS



HMA MIXTURE REQUIREMENTS THAT APPLY TO THIS PROJECT ARE APPLICABLE FOR THIS PROJECT:	
LOCATION:	PARKING LOT
MIXTURE USES:	SURFACE COURSE
PG:	PG 511-SB
DESIGN AIR VOIDS:	4.0% @ N-50
MIXTURE COMPOSITION (GRADATION MIXTURE):	IL 9.5
FRACTION AGGREGATE:	MIXTURE C
MIXTURE WEIGHT:	132 LBS/50 YD ³
QUALITY MANAGEMENT PROGRAM:	QC/QA
SUBLOT SIZE:	N/A

- NOTES:
- THE CITY OF PEORIA SHALL BE RESPONSIBLE FOR RESURFACING PAVEMENT BLOCKS, SIGNS, BICYCLE RACKS, DELINEATORS, AND STAIRS.
 - THE CITY OF PEORIA SHALL BE RESPONSIBLE FOR ALL PROPOSED PAVEMENT MARKINGS, SIGNS, AND ANY OTHER MISCELLANEOUS ITEMS SHOWN ON THE PLANS BY OTHERS.
 - THE EXISTING PARKING LOT SHALL BE MILLED AT A TYPICAL DEPTH OF 1.75" EXCEPT WHERE REQUIRED TO MATCH INTO EXISTING CURB OR SIDEWALK AS SHOWN IN THE SECTIONS. THE MILLING DEPTH SHALL BE DETERMINED AND DIRECTED BY THE ENGINEER TO MAINTAIN EXISTING DRAINAGE.
 - IN THE AREA OF THE PROPOSED HANDICAP PARKING SPACE, THE MILLING SHALL TRANSITION AS DIRECTED BY THE ENGINEER TO PROVIDE A COMPLIANT ACCESSIBLE SPACE.

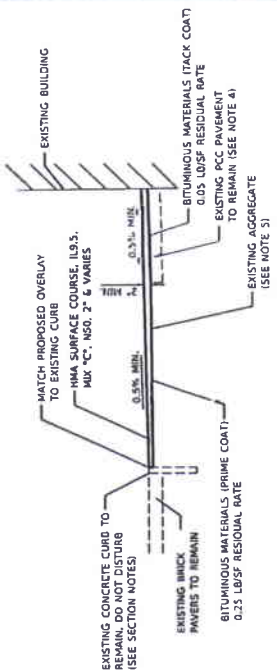


DATE	BY	REVISION
03/20/2021	BAZ	REVISED
03/20/2021	BAZ	REVISED
03/20/2021	BAZ	REVISED
03/20/2021	BAZ	REVISED

USER NAME	W:\peoria
DRAWN	BAZ
CHECKED	BAZ
DATE	3/20/2021

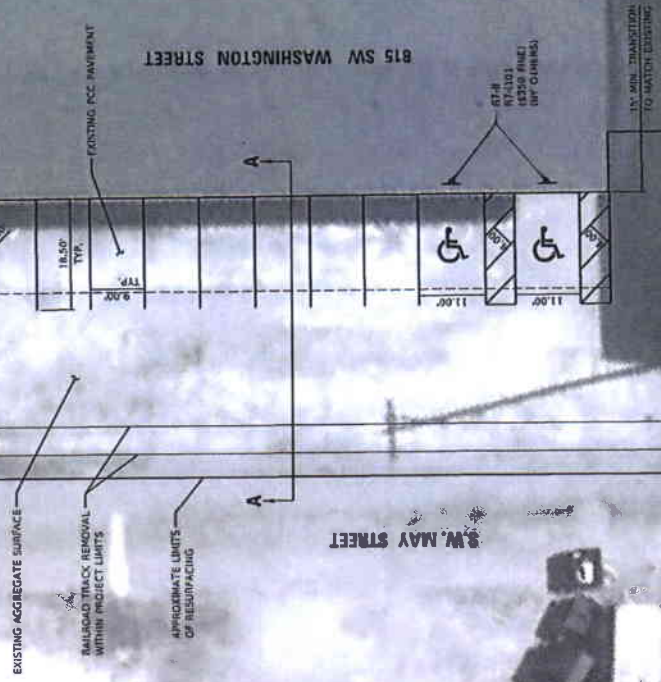
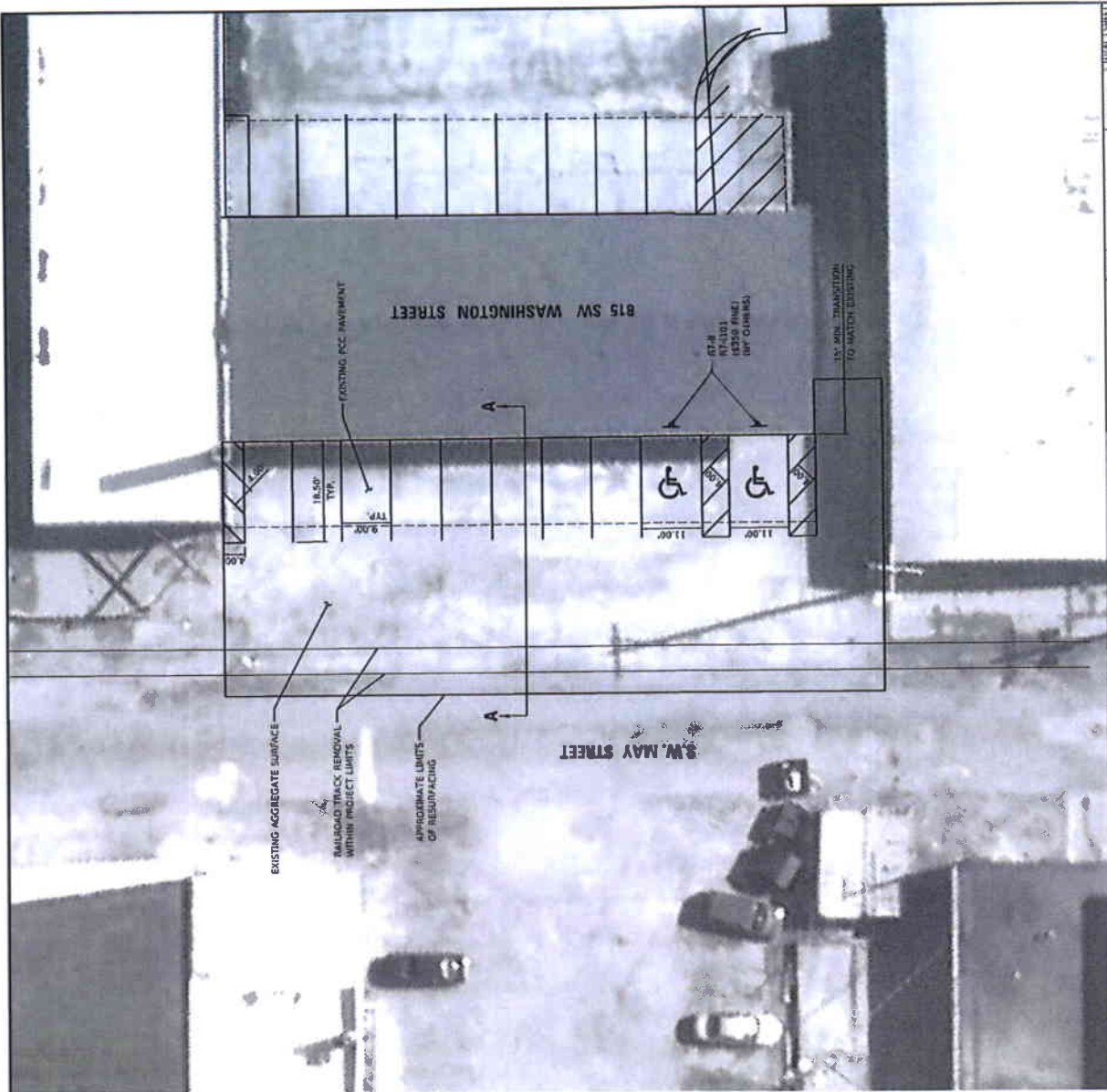
PROJECT NO.	19-001
SHEET NO.	1
TITLE	PARKING LOT PLANS
CITY	PEORIA
SECTION	DOWNTOWN PEORIA
COUNTY	PEORIA
CONTRACT NO.	19-001
PROJECT TITLE	PARKING LOT PLANS

- NOTES:**
1. THE CITY OF PEORIA SHALL BE RESPONSIBLE FOR REMOVING ALL PARKING BLOCKS, SIGNS, BICYCLE RACKS, DELINEATORS, AND STUMPS.
 2. THE CITY OF PEORIA SHALL BE RESPONSIBLE FOR ALL PROPOSED PAVEMENT MARKINGS, SIGNS, AND ANY OTHER MISCELLANEOUS ITEMS SHOWN ON THE PLANS BY OTHERS.
 3. THE EXISTING PARKING LOT SHALL BE MILLED AT A TYPICAL DEPTH OF 1/2" EXCEPT WHERE IT WILL BE REQUIRED TO MATCH INTO EXISTING CURB, SIDEWALK, OR PAVEMENT. THE MILLING DEPTH SHALL TRANSITION AS DIRECTED BY THE ENGINEER TO MAINTAIN EXISTING DRAINAGE.
 4. THE EXISTING CONCRETE PAVEMENT ADJACENT TO THE LOADING SHALL NOT BE MILLED.
 5. A CONTINGENCY QUANTITY OF AGGREGATE BASE REPAIR HAS BEEN INCLUDED TO REPAIR THE EXISTING BASE AS DIRECTED BY THE ENGINEER.



SECTION A-A

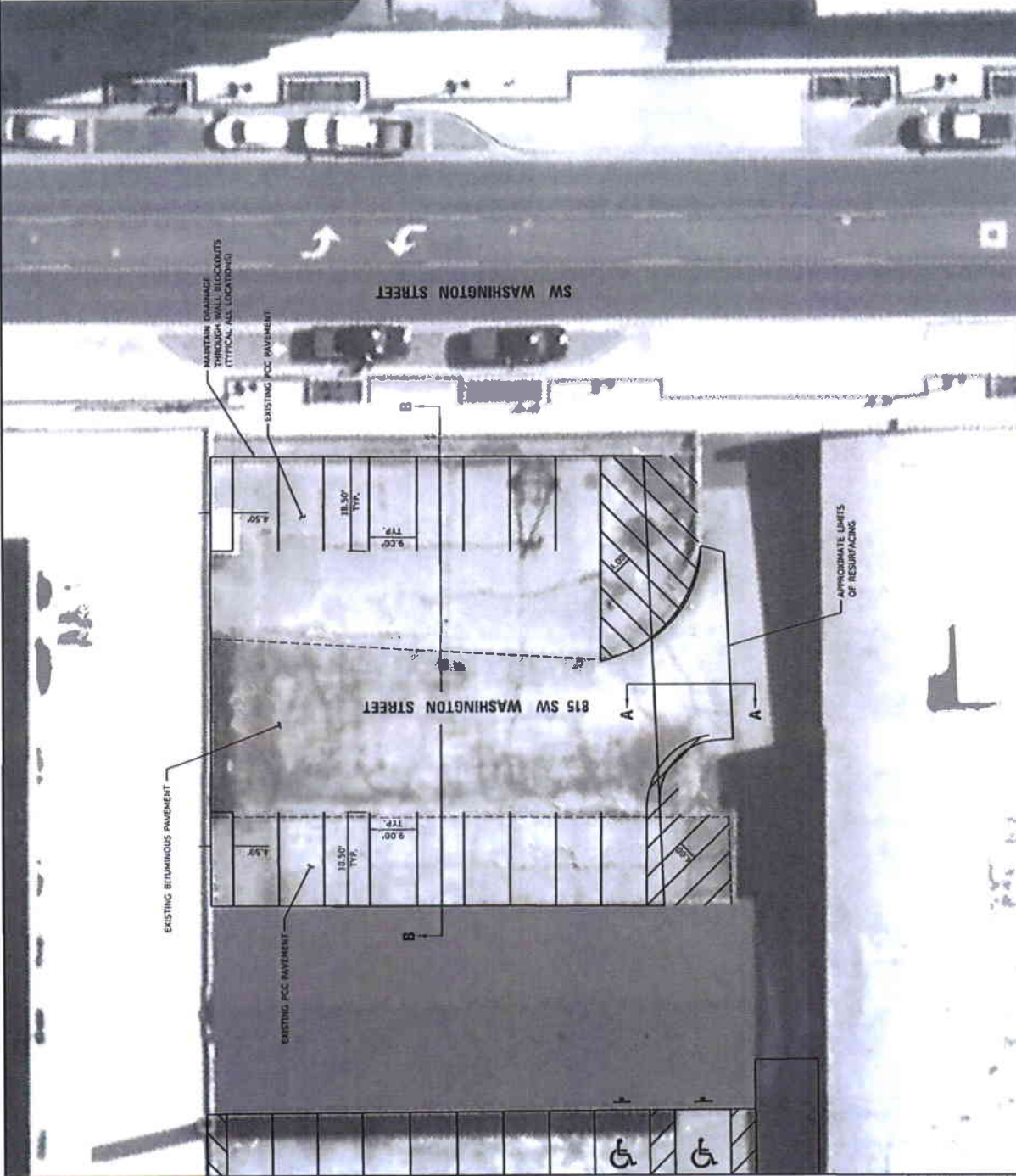
- SECTION NOTES:**
1. REPLACE EXISTING CONCRETE PAVED CURB AS NEEDED WITH 6\"/>
 2. THE EXISTING AGGREGATE SHALL BE EXCAVATED, GRADED, AND SHAPED AS NECESSARY TO PROVIDE DRAINAGE AND TO MATCH THE PROPOSED SECTION. THE EXISTING AGGREGATE SHALL BE REPAIRED BY THE ENGINEER. THIS WORK SHALL BE PAID FOR AS GRADING AND SHAPING SPECIAL EXCEPT FOR BASE REPAIR WHICH SHALL BE PAID FOR AS AGGREGATE BASE REPAIR. SEE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION.



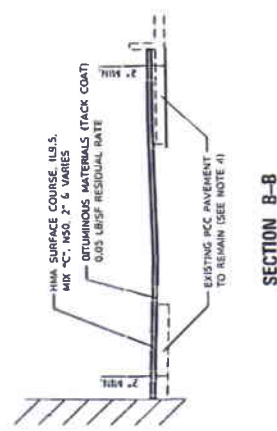
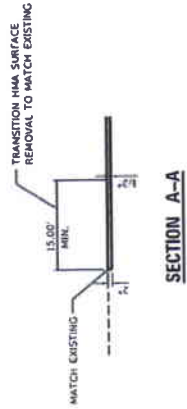
SECTION	SECTION	COUNTY	PROJECT NO.
1.A-3	1.A-3	PEORIA	100
PEORIA	PEORIA	CONTRACT NO.	7
PEORIA	PEORIA	CONTRACT NO.	7

CITY OF PEORIA
DOWNTOWN PEORIA
PARKING LOT PLANS
 SHEET 1 OF 1
 SCALE: 1" = 10'

DATE	BY	CHKD	APP'D
3/20/2021



- NOTES:**
1. THE CITY OF PEORIA SHALL BE RESPONSIBLE FOR REMOVING EXISTING SIGNS, BICYCLE TRACKS, DELINEATORS, AND STUMPS.
 2. THE CITY OF PEORIA SHALL BE RESPONSIBLE FOR ALL PROPOSED PAVEMENT MARKINGS, SIGNS, AND ANY OTHER MISCELLANEOUS ITEMS SHOWN ON THE PLANS BY OTHERS.
 3. THE EXISTING PARKING LOT SHALL BE MILLED AT A TYPICAL DEPTH OF 1 1/2" EXCEPT WHERE IT WILL BE REQUIRED TO MATCH INTO EXISTING CURB, SIDEWALK, OR PAVEMENT. THE MILLING DEPTH SHALL TRANSITION AS DIRECTED BY THE ENGINEER TO MAINTAIN EXISTING DRAINAGE.
 4. THE EXISTING CONCRETE PAVEMENT ADJACENT TO THE LOADING SHALL NOT BE MILLED.



SECTION B-B



DATE	BY	CHKD	APP'D
10/20/2021	J. HANSON		
DATE	BY	CHKD	APP'D
10/20/2021	J. HANSON		

USER NAME	PROJECT	DESIGNED	DRAWN	CHECKED	DATE
J. HANSON	815 SW WASHINGTON ST. PARKING LOT	J. HANSON	J. HANSON	J. HANSON	10/20/2021

CITY OF PEORIA		DOWNTOWN PEORIA	
PARKING LOT PLANS		PARKING LOT PLANS	
SHEET	OF SHEETS	SHEET	OF SHEETS
1	1	1	1

TOTAL SHEET NO.	COUNTY	PROJECT NO.
3	PEORIA	110-200-0000
TOTAL SHEET NO.	COUNTY	PROJECT NO.
3	PEORIA	110-200-0000