

SUBMITTED BY:  
R. A. Cullinan & Son, a Div.  
of United Contractors Midwest, Inc.  
CONTRACTOR'S NAME

121 W. Park St., P.O. Box 166  
CONTRACTOR'S ADDRESS

Tremont, Illinois 61568  
CITY, STATE, ZIP

STATE OF ILLINOIS  
CITY OF PEORIA  
COUNTY OF PEORIA

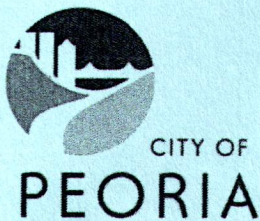
SPECIFICATIONS, PLANS, MATERIAL  
QUANTITIES AND CONTRACT PROPOSAL

FOR THE

**SEAL-COATING CONTRACT - 2016**

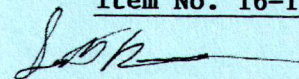
City Project No.: L16000

TO BE CONSTRUCTED UNDER THE PROVISIONS OF  
THE CITY OF PEORIA



**BID OPENING: Tuesday, May 31, 2016 at 11:00 AM**

**CONTRACT AWARDED: June 14, 2016, by City Council**  
**Item No. 16-186**



\_\_\_\_\_  
Scott D. Reise, P.E., City Engineer

**CITY OF PEORIA  
CONTRACT**

This agreement, made and entered into this \_\_\_\_\_ day of July, 2016, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and R.A. CULLINAN & SON, INC. A DIV. OF UNITED CONTRACTORS MIDWEST, INC., Party of The Second Part for the improvement known as the SEAL-COATING CONTRACT - 2016;

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 FIVE HUNDRED NINETY SEVEN THOUSAND SIX HUNDRED EIGHTY SIX AND 85/100 DOLLARS (\$597,686.85).

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

EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:

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

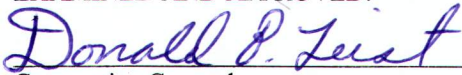
IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

**THE CITY OF PEORIA**

BY:   
City Manager

ATTEST:   
City Clerk

EXAMINED AND APPROVED:

  
Corporation Counsel

**PARTY OF THE SECOND PART**

**R.A. CULLINAN & SON**  
**A DIVISION OF UNITED CONTRACTORS MIDWEST, INC**  
(name of individual, firm or corporation)

BY:   
(member of firm or officer of corporation)

(If a Co-Partnership)  
\_\_\_\_\_  
(seal)  
\_\_\_\_\_  
(seal)

Partners doing business under the firm name  
of \_\_\_\_\_ (seal)

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

**CITY OF PEORIA  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That I/we R.A. CULLINAN & SON, INC., A DIVISION OF UNITED CONTRACTORS MIDWEST,

an individual, of \_\_\_\_\_

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

a corporation organized under the laws of the State of Delaware

as Principal, and Travelers Casualty & Surety Company of America

a corporation organized and existing under the laws of the State of Connecticut 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 FIVE HUNDRED NINETY SEVEN THOUSAND SIX HUNDRED EIGHTY SIX AND 85/100 DOLLARS (\$597,686.85). 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 SEAL-COATING CONTRACT - 2016 in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof as if fully set forth herein;

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

IN WITNESS WHEREOF, we have duly executed the foregoing Obligation this 15th day of July, 2016.

**FOR THE CITY OF PEORIA**

EXAMINED AND APPROVED:

Donald P. Just  
Corporation Counsel

Thomas T. Wall  
Thomas T. Wall, Principal Vice-President

Travelers Casualty & Surety Company of America

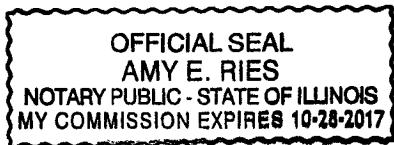
Patrick J. Taphorn  
Sureties

Patrick J. Taphorn, Attorney-in-Fact

STATE OF Illinois )  
COUNTY OF Tazewell ) SS

I, Amy E. Ries, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Patrick J. Taphorn, who is personally known to me to be the same person who signed the above foregoing instrument as the Attorney in Fact for Travelers Casualty & Surety Company of America, appeared before me this day in person and acknowledged that he signed the name of Travelers Casualty & Surety Company of America, 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 15th day of July, 2016.



Amy E. Ries  
Notary Public



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 226368

Certificate No. 006792738

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

Afton Booth, Patrick J. Taphorn, and Kathy Betteridge

of the City of Pekin, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of May, 2016.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 13th day of May, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature: Marie C. Tetreault]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15<sup>th</sup> day of July, 2016.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



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

## Table of Contents

<b>PART 1- PROPOSAL</b> .....	- 1 -
NOTICE TO BIDDERS.....	- 2 -
PROPOSAL .....	- 4 -
SEAL-COATING LOCATION LIST 2016 .....	- 8 -
BID FOR SEAL-COATING CONTRACT 2016 .....	- 10 -
SIGNATURE PAGE.....	- 11 -
PROPOSAL BID BOND .....	- 12 -
SUB-CONTRACTOR UTILIZATION STATEMENT .....	- 13 -
M/WBE PARTICIPATION WAIVER REQUEST .....	- 15 -
<b>PART 2- GENERAL CONDITIONS</b> .....	- 16 -
DESCRIPTION OF WORK .....	- 17 -
PROJECT LOCATIONS & QUANTITIES .....	- 17 -
CONTACT INFORMATION.....	- 17 -
TIME OF THE ESSENCE.....	- 17 -
FAILURE TO COMPLETE WORK ON TIME.....	- 17 -
COORDINATION WITH OTHER CONTRACTORS.....	- 17 -
ITEMS NOT COVERED IN THE SCHEDULE OF ITEMS.....	- 18 -
DEFINITION OF TERMS.....	- 18 -
RESPONSIBILITY FOR DAMAGE CLAIMS .....	- 18 -
QUALIFICATION OF CONTRACTORS .....	- 19 -
CONTRACTOR'S INSURANCE .....	- 19 -
PROOF OF CARRIAGE OF INSURANCE .....	- 20 -
SUBSTANCE ABUSE PREVENTION PROGRAM .....	- 21 -
PROSECUTION AND PROGRESS OF WORK.....	- 21 -
EXISTING UNDERGROUND FACILITIES .....	- 21 -
COOPERATION WITH UTILITY COMPANIES .....	- 22 -
NOTIFICATION OF UTILITIES PRIOR TO CONSTRUCTION .....	- 22 -
J.U.L.I.E. SYSTEM .....	- 22 -
NOTIFICATION OF THE PUBLIC .....	- 22 -
CERTIFIED PAYROLL REQUIREMENTS .....	- 23 -
PREVAILING WAGE PROVISION .....	- 23 -
PROTECTION OF THE PUBLIC.....	- 29 -
TRAFFIC CONTROL & PROTECTION .....	- 30 -

ITEMS DESIGNATED FOR REMOVAL AND EXCAVATION .....	- 31 -
SALVAGING EXISTING MATERIALS .....	- 31 -
CONSTRUCTION DEBRIS .....	- 31 -
DAMAGE TO EXISTING TREES .....	- 32 -
GUARANTEE PERIOD .....	- 32 -
<b>PART 3-SPECIAL PROVISIONS .....</b>	<b>- 33 -</b>
DESCRIPTION OF BID ITEMS .....	- 34 -
GENERAL INFORMATION .....	- 34 -
COSTS INCLUDED IN THE CONTRACT .....	- 34 -
MEASUREMENT METHODS .....	- 35 -
UNDERGROUND CONDITIONS .....	- 35 -
NEW MATERIALS .....	- 35 -
EQUIPMENT .....	- 35 -
STREET SWEEPING .....	- 35 -
PAVEMENT MARKINGS .....	- 36 -
SEAL-COAT OIL .....	- 36 -
SEAL-COAT AGGREGATE .....	- 36 -
<b>PART 4- EQUAL OPPORTUNITY REQUIREMENTS .....</b>	<b>- 37 -</b>
EEO CONTRACT COMPLIANCE CLAUSE .....	- 38 -
REQUIREMENTS FOR GOOD-FAITH EFFORTS .....	- 41 -
HUMAN RIGHTS ACT .....	- 48 -
<b>APPENDIX A .....</b>	<b>- 49 -</b>
EEO INFORMATION .....	- 50 -
MINORITY AND WOMEN BUSINESS ENTERPRISE DIRECTORY .....	- 51 -
EQUAL EMPLOYMENT OPPORTUNITY .....	- 51 -
CONTRACT DELIVERABLES .....	- 52 -
SUBCONTRACTOR PAYMENT FORM .....	- 53 -
MONTHLY WORKFORCE ANALYSIS .....	- 54 -
NOTIFICATION OF CHANGE IN PARTICIPATION .....	- 55 -
MISCELLANEOUS .....	- 56 -
SAMPLE CONTRACT .....	- 57 -
SAMPLE PERFORMANCE BOND .....	- 58 -
CONSTRUCTION DEBRIS MANIFEST .....	- 60 -
SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION .....	- 61 -
SUB-CONTRACTOR FINAL PAYMENT NOTIFICATION FORM .....	- 62 -
GARBAGE COLLECTION DAY MAP .....	- 63 -



Page intentionally blank

# **PART 1- PROPOSAL**

STATE OF ILLINOIS  
CITY OF PEORIA

**NOTICE TO BIDDERS**

1. 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., Tuesday May 31, 2016**, and at that time publicly opened and read.

2. Description of Work.

(A) Proposed improvement is officially known as the **SEAL-COATING CONTRACT - 2016**.

(B) The proposed improvement consists of constructing either a single course bituminous surface treatment Type A-1 or a double course bituminous surface treatment Type A-2. This work shall be done in accordance with Section 403 of the Standard Specifications for Road and Bridge Construction adopted April 1, 2016, at locations designated in this document or as directed by the City. It will be the responsibility of the Contractor to sweep the streets both before the seal-coat operation and after the aggregate is placed to remove the loose aggregate. The specified aggregate is either CA16 trap rock, CA 14 aggregate or FA4 aggregate. The loose aggregate swept will be hauled to the City property on Darst Street or as directed by the City. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.

3. Instruction to Bidders.

(A) Specifications and proposal forms are issued through the Office of the City Engineer, Public Works Facility, 3505 North Dries Lane, Peoria, IL, Phone number 309-494-8800. Before plans and specifications may be obtained, contractors must be pre-qualified. Electronic documents are available by providing contact information (company name, contact name, phone number, fax number and email address) in an email request to [pwdropbox@peoriagov.org](mailto: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: "SEAL-COATING CONTRACT 2016," 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. May 31, 2016. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the City of Peoria. Contact Andrea Klopfenstein, P.E. at 309-494-8800.
- (E) No response will be opened which has 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.
- (G) Unit costs must be clearly identified for each component requested by the proposal document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. Each pay item should have a unit price, a bid will be declared unacceptable if a unit price is not shown. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his/her authorized Representative.
- (H) Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

4. Rejection of Bids.

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

STATE OF ILLINOIS  
CITY OF PEORIA

**PROPOSAL  
TO THE CITY OF PEORIA:**

1. Proposal of R.A. Cullinan & Son, a Div. of United Contractors Midwest, Inc.  
i. (Name and Address of Bidder)  
for the improvement designated in Paragraph 2 below consists of constructing either a single course bituminous surface treatment Type A-1 or a double course bituminous surface treatment Type A-2. This work shall be done in accordance with Section 403 of the Standard Specifications for Road and Bridge Construction adopted April 1, 2016, at locations designated in this document or as directed by the City. The Contractor shall furnish all materials and equipment, and provide all traffic control. It will be the responsibility of the Contractor to sweep the streets before the sealcoating is applied. The specified aggregate is either CA16 trap rock, CA 14 aggregate or FA4 aggregate. The loose aggregate swept will be hauled to the City property on Darst Street or as directed by the City. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.
2. The specifications for the proposed improvement are those prepared by the City of Peoria Engineering Department, which specifications are designated as **SEAL-COATING CONTRACT - 2016**.
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 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.
6. 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.
7. Accompanying this proposal is a bid bond, certified check, or cashier's check complying with the requirements of the Specifications, made payable to the City Treasurer of the City of Peoria, Illinois. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the check shall be forfeited to the awarding authority.

The amount of the check or draft is \$.

**Attach Cashier's Check or Certified Check Here**

8. 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.
9. 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.
10. 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.
11. The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of chapter 775 of the Illinois compiled Statues 5/2-105 on sexual Harassment policies.
12. 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.
13. The successful vendor agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified herein.
14. The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.
15. Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Bidders."
16. This contract will be governed by the laws of the State of Illinois.
17. "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.”

18. 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.

19. 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.*

20. 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/](http://www.peoriagov.org/equal-opportunity/) by clicking on the link. You can also request a copy by e-mail or calling:

Equal Opportunity Manager  
[eo@peoriagov.org](mailto: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](http://www.illinoisepay.com) and follow the instructions. The only exception to payment of the processing fee is neighborhood associations.

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

EEO CERTIFICATION (Check one):

We are 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: 00676-170331

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



## SEAL-COATING LOCATION LIST 2016

STREET NAME	FROM	TO	CA16 AREA (SY)	FA4 AREA (SY)	Notes
-------------	------	----	----------------	---------------	-------

### DISTRICT 1

Morgan St	Glendale Ave	Adams St		7,117	
Morton St	Glendale Ave	Bond St		9,368	
W Seibold St	Laramie St	End (South)		4,641	
NE Rock Island Ave	Eureka St	End (NE)	1,430		Cape seal
W Trewyn Ave	Laramie St	Oregon St	3,982		

**DISTRICT 1 TOTAL:**      5,412      21,126

### DISTRICT 2

N Elmwood Ave	McClure Ave	Gale Ave		3,171	
N Machin Ave	Nebraska Ave	End (South)		3,641	
N North St <sup>1</sup>	McClure Ave	Main St	5,000	29,191	A-2 CA16 & CA-16 locations to be field located
W Virginia Ave	Creek	Knoxville Ave	4,580		
W Virginia Ave	University St	Sheridan Rd	8,010		

**DISTRICT 2 TOTAL:**      17,591      36,003

### DISTRICT 3

E Crestwood Dr	Prospect Rd	End (East)	7,667		Cape seal
E London Ave	Central Ave	Prospect	4,950		
N Delaware St	Forrest Hill Ave	Maywood Ave	1,995		Cape seal
N Atlantic St	Wilson Ave	McClure Ave		11,576	
N Delaware St	Kansas St	Nebraska Ave		1,053	
N Indiana Ave	Wilson Ave	Forrest Hill Ave		5,072	
N Timber Cir	Grand Blvd	End (East)		2,324	
W Lakewood Ave	Sheridan Rd	North St		3,779	

**DISTRICT 3 TOTAL:**      14,613      23,804

Continued on next page

STREET NAME	FROM	TO	CA16 AREA (SY)	FA4 AREA (SY)	Notes
-------------	------	----	----------------	---------------	-------

**DISTRICT 4**

W Bainter Ln	Sterling Ave	Donna Ln		2,650	
W North Circle Ct	Leroy Ave	End (East)	1,114		
W Nottingham Pl	Jester Ln	Nottingham Pl	2,172		
W Talus Ct	Tangle Oaks Ct	End (East)	4,880		
W Tangleoaks Ct	N cul-de-sac	S cul-de-sac	5,409		Cape seal
W White Oak Dr	Longwood Dr	End (East)	2,374		Cape seal
W Winterberry Ln	Elmcroft Ter	End (West)	4,433		
W Stonewater Dr	Ashford Dr	Stenning Dr	2,297		
N Thornhill Dr	Jewelwood Ct	Weaverridge Blvd	2,837		Cape seal
W Tilley Ct	Thornhill Dr	End (West)	1,605		Cape seal
W Jewelwood	end (W)	Longmeadow	6,896		Cape seal
<b>DISTRICT 4 TOTAL:</b>			34,017	2,650	

**DISTRICT 5**

N Bermuda Ct	Nassau Dr	End (North)	1,395		
N Picture Ridge Rd	N Picture Ridge Rd (end)	End (North)	5,210		
N Wildlife Dr	Villa Lake Dr	Forsythe Ct	2,179		
W Fall Leaf Ct	Field Grove Dr	End (West)	694		
W Grove Mill Ct	Trailside Ln	End (East)	1,300		
W_Orchard_Ln	Spring Ln	End (East)	747		Cape seal
W_Ravinwoods_Rd	Spring Ln	End (East)	22,598		
W Vassar Ct	Ridgefield Ln	End (East)	766		
W Ancient Oak Dr	N Orange Prairie Rd	End	9,341		
W Challacomb Rd2	End of Asphalt	end of City Maintenance	1,777		A-2 with CA14 & CA-16 (1,777 SY each)
W Challacomb Rd2	End of Asphalt	end of City Maintenance	1,777 CA14		A-2 with CA14 & CA-16 (1,777 SY each)
<b>DISTRICT 5 TOTAL:</b>			46,005 CA16	0 FA4	1,777 CA14

**PROJECT TOTAL:**      **117,637**      **83,583**      **1,777**  
    **CA16**                      **FA4**                      **CA14**

Notes:

1. N North St will have several locations with a two layer seal coat (A2). The exact locations will be marked in the field. Both courses will use CA-16 trap rock.
2. W Challacomb Rd will be a two layer seal coat (A2). The base course will use CA-14 rock. The surface course will use CA-16 trap rock.

**BID FOR SEAL-COATING CONTRACT 2016**

Item#	Item Description	Bid Quantity	Unit	Unit Cost	Item Total
1	BITUMINOUS MATERIALS (SEAL-COAT) CRS-P	78,500	GAL	\$5.48	\$430,180. <sup>00</sup>
2	TRAP ROCK (CA16)	1,550	TONS	\$86.42	\$133,951. <sup>00</sup>
3	ROCK (CA14)	23	TONS	\$54.95	\$ 1,263. <sup>85</sup>
3	ROCK (FA4) SPECIAL	920	TONS	\$35.10	\$ 32,292. <sup>00</sup>
<b>TOTAL BID:</b>					<b>\$597,686.<sup>85</sup></b>



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 226368

Certificate No. 006345451

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

Afton Booth, Patrick J. Taphorn, and Kathy Betteridge

of the City of Pekin, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of May, 2015.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 12th day of May, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



a division of United Contractors Midwest, Inc.

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

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

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

Quote To: City of Peoria

Job Name: Seal Coating Contract - 2016

Project Location: Peoria, IL

Date of Plans:

Bid Date: May 31, 2016 @ 11:00 am

FSA: 0531COPPP

Addendum:

Attn:  
Phone:  
Mobile:  
Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Bituminous Materials (Seal Coat) CRS-P	78,500.00	GAL	5.48	430,180.00
20	Trap Rock (CA 16)	1,550.00	TONS	86.42	133,951.00
30	Rock (CA 14)	23.00	TONS	54.95	1,263.85
40	Rock (FA 4) Special	920.00	TONS	35.10	32,292.00
<b>GRAND TOTAL</b>					<b>\$597,686.85</b>

NOTES:

Thank you for the opportunity to bid on this project. We look forward to working with you.

Troy S. Saunders  
R. A. Cullinan & Son  
a division of United Contractors Midwest, Inc.

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**SIGNATURE PAGE**

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_



(If a partnership)

Firm Name \_\_\_\_\_

Signed by \_\_\_\_\_

President

Business Address \_\_\_\_\_  
\_\_\_\_\_

Insert Names \_\_\_\_\_  
and Addresses \_\_\_\_\_  
of all partners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



(If a corporation)

R. A. Cullinan & Son, a div.  
Corporate Name of United Contractors Midwest, Inc.

Signed by Thomas D. Wall

Business Address P. O. Box 166  
Tremont, IL 61568

Insert Names  
of Officers:

Robert W. Bruner  
President  
Allen D. Cullinan  
Secretary  
Kenton W. Day  
Treasurer

Attest: 

Assist. Secretary

PROPOSAL BID BOND



RETURN WITH BID

Route Seal Coating Contract - 2016
Municipality City of Peoria
Rd. Dist./Twnshp
County Peoria
Section

WE R.A. Cullinan & Son, A Division of United Contractors Midwest, Inc.

as PRINCIPAL. and Travelers Casualty & Surety Company of America as SURETY,

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 31st day of May A.D. 2016

Principal

R.A. Cullinan & Son, A Division of United Contractors Midwest, Inc.

By: Thomas T. Wall (Signature and Title) Vice-President

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

Travelers Casualty & Surety Company of America (Name of Surety)

Surety

By: Patrick J. Taphorn (Signature of Attorney-in-Fact) Attorney-in-Fact

STATE OF ILLINOIS, COUNTY OF Tazewell

I, Amy E. Ries, a Notary Public in and for said county, do hereby certify that Thomas T. Wall and Patrick J. Taphorn

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

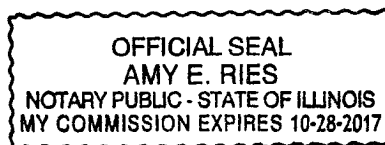
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for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

Given under my hand and notarial seal this 31st day of May A.D. 2016

NOTICE
1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid

My commission expires October 28, 2017

Amy E. Ries (Notary Public)





## CITY OF PEORIA 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**

Name: RAC, a div. of UCM, Inc.

Address: PO Box 166, Tremont, IL 61568

Phone: 309-925-2711

Contact Person: Thomas T. Wall

Email: tom.wall@ucm.biz

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

**Project**

Name: COP Seal-Coating Contract - 2016

Total Contract Value: \_\_\_\_\_

**Section III: Selected Subcontractors**

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

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

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

Subcontractor Name	Scope of Work Bid	Denial Reason

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

-----Continues on next page-----

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



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

Subcontractor Name	Method of Contact	Contact Outcome

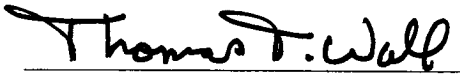
*\*If more than six firms were contacted, please copy the form and attach the additional information*

**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  
Thomas T. Wall, V.P.

5-31-16  
Date

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

Org.: May 2008  
Revised: Feb. 2011



CITY OF PEORIA
M/WBE PARTICIPATION WAIVER REQUEST

PRIME CONTRACTOR

Name: RAC, a div. of UCM, Inc.
Address: P.O. Box 166, Tremont, IL 61568
Phone: 309-925-2711
Contact Person: Thomas T. Wall

PROJECT

Name: COP Seal-Coating Contract - 2016

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

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

SIGNED: Thomas T. Wall
(Company Official)
Thomas T. Wall, V. P.

DATE: 5-31-16

FOR OFFICE USE ONLY

APPROVED DISAPPROVED

REVIEWED BY DATE



IL—Peoria  
 121 W. Park Street  
 P.O. Box 166  
 Tremont, IL 61568  
 309-925-2711

2016 City of Peoria Seal Coating

There will not be subcontracting opportunity's on this project as it is a specialty project, requiring specific equipment for the process with no subsidiary work.

Thank you,



Tom Wall  
 R.A. Cullinan & Son, A Div of UCM, Inc.

ucm.biz

IL—Peoria  
 121 W. Park Street  
 P.O. Box 166  
 Tremont, IL 61568  
 309-925-2711

IL—Springfield  
 3151 Robbins Rd. (62704)  
 P.O. Box 13420  
 Springfield, IL 62791  
 217-546-6192

IL—Winchester  
 Route 106 West  
 P.O. Box 258  
 Winchester, IL 62694  
 217-742-3103

IL—Bloomington  
 1523 Cottage Ave.  
 P.O. Box 609  
 Bloomington, IL 61701  
 309-827-0091



SUBMITTED BY:

\_\_\_\_\_  
CONTRACTOR'S NAME

\_\_\_\_\_  
CONTRACTOR'S ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

STATE OF ILLINOIS  
CITY OF PEORIA  
COUNTY OF PEORIA

SPECIFICATIONS, PLANS, MATERIAL  
QUANTITIES AND CONTRACT PROPOSAL  
  
FOR THE  
  
**SEAL-COATING CONTRACT - 2016**  
  
City Project No.: L16000

TO BE CONSTRUCTED UNDER THE PROVISIONS OF  
THE CITY OF PEORIA



**BID OPENING: Tuesday, May 31, 2016 at 11:00 AM**

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

## Table of Contents

<b>PART 1- PROPOSAL</b> .....	- 1 -
NOTICE TO BIDDERS.....	- 2 -
PROPOSAL .....	- 4 -
SEAL-COATING LOCATION LIST 2016 .....	- 8 -
BID FOR SEAL-COATING CONTRACT 2016 .....	- 10 -
SIGNATURE PAGE.....	- 11 -
PROPOSAL BID BOND .....	- 12 -
SUB-CONTRACTOR UTILIZATION STATEMENT .....	- 13 -
M/WBE PARTICIPATION WAIVER REQUEST .....	- 15 -
<b>PART 2- GENERAL CONDITIONS</b> .....	- 16 -
DESCRIPTION OF WORK .....	- 17 -
PROJECT LOCATIONS & QUANTITIES .....	- 17 -
CONTACT INFORMATION.....	- 17 -
TIME OF THE ESSENCE.....	- 17 -
FAILURE TO COMPLETE WORK ON TIME.....	- 17 -
COORDINATION WITH OTHER CONTRACTORS .....	- 17 -
ITEMS NOT COVERED IN THE SCHEDULE OF ITEMS.....	- 18 -
DEFINITION OF TERMS.....	- 18 -
RESPONSIBILITY FOR DAMAGE CLAIMS .....	- 18 -
QUALIFICATION OF CONTRACTORS .....	- 19 -
CONTRACTOR'S INSURANCE .....	- 19 -
PROOF OF CARRIAGE OF INSURANCE .....	- 20 -
SUBSTANCE ABUSE PREVENTION PROGRAM .....	- 21 -
PROSECUTION AND PROGRESS OF WORK.....	- 21 -
EXISTING UNDERGROUND FACILITIES .....	- 21 -
COOPERATION WITH UTILITY COMPANIES .....	- 22 -
NOTIFICATION OF UTILITIES PRIOR TO CONSTRUCTION .....	- 22 -
J.U.L.I.E. SYSTEM .....	- 22 -
NOTIFICATION OF THE PUBLIC .....	- 22 -
CERTIFIED PAYROLL REQUIREMENTS.....	- 23 -
PREVAILING WAGE PROVISION .....	- 23 -
PROTECTION OF THE PUBLIC.....	- 29 -
TRAFFIC CONTROL & PROTECTION .....	- 30 -

ITEMS DESIGNATED FOR REMOVAL AND EXCAVATION .....	- 31 -
SALVAGING EXISTING MATERIALS .....	- 31 -
CONSTRUCTION DEBRIS.....	- 31 -
DAMAGE TO EXISTING TREES .....	- 32 -
GUARANTEE PERIOD.....	- 32 -
<b>PART 3-SPECIAL PROVISIONS .....</b>	<b>- 33 -</b>
DESCRIPTION OF BID ITEMS.....	- 34 -
GENERAL INFORMATION.....	- 34 -
COSTS INCLUDED IN THE CONTRACT .....	- 34 -
MEASUREMENT METHODS .....	- 35 -
UNDERGROUND CONDITIONS .....	- 35 -
NEW MATERIALS.....	- 35 -
EQUIPMENT.....	- 35 -
STREET SWEEPING.....	- 35 -
PAVEMENT MARKINGS.....	- 36 -
SEAL-COAT OIL.....	- 36 -
SEAL-COAT AGGREGATE .....	- 36 -
<b>PART 4- EQUAL OPPORTUNITY REQUIREMENTS.....</b>	<b>- 37 -</b>
EEO CONTRACT COMPLIANCE CLAUSE.....	- 38 -
REQUIREMENTS FOR GOOD-FAITH EFFORTS .....	- 41 -
HUMAN RIGHTS ACT .....	- 48 -
<b>APPENDIX A .....</b>	<b>- 49 -</b>
EEO INFORMATION .....	- 50 -
MINORITY AND WOMEN BUSINESS ENTERPRISE DIRECTORY .....	- 51 -
EQUAL EMPLOYMENT OPPORTUNITY.....	- 51 -
CONTRACT DELIVERABLES .....	- 52 -
SUBCONTRACTOR PAYMENT FORM.....	- 53 -
MONTHLY WORKFORCE ANALYSIS.....	- 54 -
NOTIFICATION OF CHANGE IN PARTICIPATION .....	- 55 -
MISCELLANEOUS .....	- 56 -
SAMPLE CONTRACT .....	- 57 -
SAMPLE PERFORMANCE BOND .....	- 58 -
CONSTRUCTION DEBRIS MANIFEST.....	- 60 -
SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION .....	- 61 -
SUB-CONTRACTOR FINAL PAYMENT NOTIFICATION FORM.....	- 62 -
GARBAGE COLLECTION DAY MAP .....	- 63 -

Page intentionally blank

# **PART 1- PROPOSAL**



STATE OF ILLINOIS  
CITY OF PEORIA

**NOTICE TO BIDDERS**

1. 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., Tuesday May 31, 2016**, and at that time publicly opened and read.

2. Description of Work.

(A) Proposed improvement is officially known as the **SEAL-COATING CONTRACT - 2016**.

(B) The proposed improvement consists of constructing either a single course bituminous surface treatment Type A-1 or a double course bituminous surface treatment Type A-2. This work shall be done in accordance with Section 403 of the Standard Specifications for Road and Bridge Construction adopted April 1, 2016, at locations designated in this document or as directed by the City. It will be the responsibility of the Contractor to sweep the streets both before the seal-coat operation and after the aggregate is placed to remove the loose aggregate. The specified aggregate is either CA16 trap rock, CA 14 aggregate or FA4 aggregate. The loose aggregate swept will be hauled to the City property on Darst Street or as directed by the City. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.

3. Instruction to Bidders.

(A) Specifications and proposal forms are issued through the Office of the City Engineer, Public Works Facility, 3505 North Dries Lane, Peoria, IL, Phone number 309-494-8800. Before plans and specifications may be obtained, contractors must be pre-qualified. Electronic documents are available by providing contact information (company name, contact name, phone number, fax number and email address) in an email request to [pwdropbox@peoriagov.org](mailto: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: "SEAL-COATING CONTRACT 2016," 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. May 31, 2016. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the City of Peoria. Contact Andrea Klopfenstein, P.E. at 309-494-8800.
- (E) No response will be opened which has 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.
- (G) Unit costs must be clearly identified for each component requested by the proposal document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. Each pay item should have a unit price, a bid will be declared unacceptable if a unit price is not shown. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his/her authorized Representative.
- (H) Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

4. Rejection of Bids.

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

STATE OF ILLINOIS  
CITY OF PEORIA

**PROPOSAL  
TO THE CITY OF PEORIA:**

1. Proposal of \_\_\_\_\_  
i. (Name and Address of Bidder)  
for the improvement designated in Paragraph 2 below consists of constructing either a single course bituminous surface treatment Type A-1 or a double course bituminous surface treatment Type A-2. This work shall be done in accordance with Section 403 of the Standard Specifications for Road and Bridge Construction adopted April 1, 2016, at locations designated in this document or as directed by the City. The Contractor shall furnish all materials and equipment, and provide all traffic control. It will be the responsibility of the Contractor to sweep the streets before the sealcoating is applied. The specified aggregate is either CA16 trap rock, CA 14 aggregate or FA4 aggregate. The loose aggregate swept will be hauled to the City property on Darst Street or as directed by the City. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.
2. The specifications for the proposed improvement are those prepared by the City of Peoria Engineering Department, which specifications are designated as **SEAL-COATING CONTRACT - 2016**.
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 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 contractor's 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.
6. 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.
7. Accompanying this proposal is a bid bond, certified check, or cashier's check complying with the requirements of the Specifications, made payable to the City Treasurer of the City of Peoria, Illinois. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the check shall be forfeited to the awarding authority.

The amount of the check or draft is \$.

**Attach Cashier's Check or Certified Check Here**

8. 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.
9. 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.
10. 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.
11. The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of chapter 775 of the Illinois compiled Statues 5/2-105 on sexual Harassment policies.
12. 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.
13. The successful vendor agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified herein.
14. The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.
15. Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Bidders."
16. This contract will be governed by the laws of the State of Illinois.
17. "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.”

18. 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.
19. 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.*
20. 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/](http://www.peoriagov.org/equal-opportunity/) by clicking on the link. You can also request a copy by e-mail or calling:

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

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

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

EEO CERTIFICATION (Check one):

\_\_\_\_\_ We are 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: \_\_\_\_\_

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

## SEAL-COATING LOCATION LIST 2016

STREET NAME	FROM	TO	CA16 AREA (SY)	FA4 AREA (SY)	Notes
-------------	------	----	----------------	---------------	-------

### DISTRICT 1

Morgan St	Glendale Ave	Adams St		7,117	
Morton St	Glendale Ave	Bond St		9,368	
W Seibold St	Laramie St	End (South)		4,641	
NE Rock Island Ave	Eureka St	End (NE)	1,430		Cape seal
W Trewyn Ave	Laramie St	Oregon St	3,982		

**DISTRICT 1 TOTAL:** 5,412 21,126

### DISTRICT 2

N Elmwood Ave	McClure Ave	Gale Ave		3,171	
N Machin Ave	Nebraska Ave	End (South)		3,641	
N North St <sup>1</sup>	McClure Ave	Main St	5,000	29,191	A-2 CA16 & CA-16 locations to be field located
W Virginia Ave	Creek	Knoxville Ave	4,580		
W Virginia Ave	University St	Sheridan Rd	8,010		

**DISTRICT 2 TOTAL:** 17,591 36,003

### DISTRICT 3

E Crestwood Dr	Prospect Rd	End (East)	7,667		Cape seal
E London Ave	Central Ave	Prospect	4,950		
N Delaware St	Forrest Hill Ave	Maywood Ave	1,995		Cape seal
N Atlantic St	Wilson Ave	McClure Ave		11,576	
N Delaware St	Kansas St	Nebraska Ave		1,053	
N Indiana Ave	Wilson Ave	Forrest Hill Ave		5,072	
N Timber Cir	Grand Blvd	End (East)		2,324	
W Lakewood Ave	Sheridan Rd	North St		3,779	

**DISTRICT 3 TOTAL:** 14,613 23,804

Continued on next page

STREET NAME	FROM	TO	CA16 AREA (SY)	FA4 AREA (SY)	Notes
-------------	------	----	----------------	---------------	-------

**DISTRICT 4**

W Bainter Ln	Sterling Ave	Donna Ln		2,650	
W North Circle Ct	Leroy Ave	End (East)	1,114		
W Nottingham Pl	Jester Ln	Nottingham Pl	2,172		
W Talus Ct	Tangle Oaks Ct	End (East)	4,880		
W Tangleoaks Ct	N cul-de-sac	S cul-de-sac	5,409		Cape seal
W White Oak Dr	Longwood Dr	End (East)	2,374		Cape seal
W Winterberry Ln	Elmcroft Ter	End (West)	4,433		
W Stonewater Dr	Ashford Dr	Stenning Dr	2,297		
N Thornhill Dr	Jewelwood Ct	Weaverridge Blvd	2,837		Cape seal
W Tilley Ct	Thornhill Dr	End (West)	1,605		Cape seal
W Jewelwood	end (W)	Longmeadow	6,896		Cape seal

**DISTRICT 4 TOTAL:** 34,017 2,650

**DISTRICT 5**

N Bermuda Ct	Nassau Dr	End (North)	1,395		
N Picture Ridge Rd	N Picture Ridge Rd (end)	End (North)	5,210		
N Wildlife Dr	Villa Lake Dr	Forsythe Ct	2,179		
W Fall Leaf Ct	Field Grove Dr	End (West)	694		
W Grove Mill Ct	Trailside Ln	End (East)	1,300		
W_Orchard_Ln	Spring Ln	End (East)	747		Cape seal
W_Ravinwoods_Rd	Spring Ln	End (East)	22,598		
W Vassar Ct	Ridgefield Ln	End (East)	766		
W Ancient Oak Dr	N Orange Prairie Rd	End	9,341		
W Challacomb Rd2	End of Asphalt	end of City Maintenance	1,777		A-2 with CA14 & CA-16 (1,777 SY each)
W Challacomb Rd2	End of Asphalt	end of City Maintenance	<b>1,777 CA14</b>		A-2 with CA14 & CA-16 (1,777 SY each)

**DISTRICT 5 TOTAL:** 46,005 CA16 0 FA4 **1,777 CA14**

**PROJECT TOTAL:** 117,637 CA16 83,583 FA4 1,777 CA14

Notes:

1. N North St will have several locations with a two layer seal coat (A2). The exact locations will be marked in the field. Both courses will use CA-16 trap rock.
2. W Challacomb Rd will be a two layer seal coat (A2). The base course will use CA-14 rock. The surface course will use CA-16 trap rock.



**BID FOR SEAL-COATING CONTRACT 2016**

<b>Item#</b>	<b>Item Description</b>	<b>Bid Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Item Total</b>
1	BITUMINOUS MATERIALS (SEAL-COAT) CRS-P	78,500	GAL		\$
2	TRAP ROCK (CA16)	1,550	TONS		\$
3	ROCK (CA14)	23	TONS		\$
3	ROCK (FA4) SPECIAL	920	TONS		\$
<b>TOTAL BID:</b>					\$

**SIGNATURE PAGE**

(If an individual) Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

---

(If a partnership) Firm Name \_\_\_\_\_

Signed by \_\_\_\_\_

President

Business Address \_\_\_\_\_  
\_\_\_\_\_

Insert Names \_\_\_\_\_  
and Addresses \_\_\_\_\_  
of all partners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

(If a corporation) Corporate Name \_\_\_\_\_

Signed by \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Insert Names  
of Officers:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

Attest: \_\_\_\_\_  
Secretary

PROPOSAL BID BOND



RETURN WITH BID

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

WE as PRINCIPAL. an as SURETY,

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

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

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

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

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

Principal

(Company Name) (Company Name)
By: (Signature and Title) By: (Signature and Title)

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

Surety

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

STATE OF ILLINOIS,
COUNTY OF

I, a Notary Public in and for said county,
do hereby certify that

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

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

Given under my hand and notarial seal this

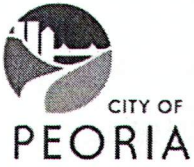
day of A.D.

NOTICE

My commission expires

- 1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid

(Notary Public)



# CITY OF PEORIA 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: \_\_\_\_\_

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

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

Total Contract Value: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

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

**Section III: Selected Subcontractors**

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

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

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

Subcontractor Name	Scope of Work Bid	Denial Reason

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

-----Continues on next page-----

For Office Use Only

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

**Section V: Subcontractors Contacted (M/WBE 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

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

Org.: May 2008  
Revised: Feb. 2011



CITY OF PEORIA
M/WBE PARTICIPATION WAIVER REQUEST

PRIME CONTRACTOR

Name:
Address:
Phone:
Contact Person:

PROJECT

Name:

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

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

SIGNED: (Company Official)

DATE:

FOR OFFICE USE ONLY

APPROVED DISAPPROVED

REVIEWED BY DATE

## **PART 2- GENERAL CONDITIONS**

### **DESCRIPTION OF WORK**

The proposed improvement consists of constructing either a single course bituminous surface treatment Type A-1 or a double course bituminous surface treatment Type A-2. This work shall be done in accordance with Section 403 of the Standard Specifications for Road and Bridge Construction adopted April 1, 2016, at locations designated in this document or as directed by the City. It will be the responsibility of the Contractor to sweep the streets both before the seal-coat operation and after the aggregate is placed to remove the loose aggregate. The specified aggregate is either CA16 trap rock, CA 14 aggregate, or FA4 aggregate. The loose aggregate swept will be hauled to the City property on Darst Street or as directed by the City. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.

### **PROJECT LOCATIONS & QUANTITIES**

This work will occur within the City limits. The project locations are shown in the Seal-Coating Locations table on pages 8-9 and on the attached map. The final project locations may be adjusted based on available project funding.

### **CONTACT INFORMATION**

The City's Project Engineer will be Andrea Klopfenstein, P.E., at 309-494-8800.

### **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. The Contractor will coordinate with the Seal Coating contractor for all cape seal locations.

### **FAILURE TO COMPLETE WORK ON TIME**

Should the Contractor fail to complete the work by August 19, 2016, the Contractor shall be liable to the City of Peoria at a rate of \$750.00 per day for every day worked over the contract time to cover all costs incurred for engineering, inspection and other expenses incurred by the City of Peoria by reason of the Contractor's failure to complete the work within the specified time, and such amount shall be deducted from the monies due the Contractor, not as a penalty, but as damages sustained.

### **COORDINATION WITH OTHER CONTRACTORS**

Several locations will be treated with a cape seal (slurry seal placed over the seal coat). The project locations are shown on the attached map. The contractor shall coordinate work so that the sealcoat treatment and final sweeping shall be completed prior to the slurry seal contractor schedule to be working on those roads. The Reclamite and CRF treatment contractor may also be working in the area. Contractors shall coordinate treatment schedules and traffic control in order to minimize the disruption to traffic.

The locations treated with the FA4 will be fog sealed by others. These roads shall be swept 3-5 working days after the sealcoating treatment is installed, or as directed by the City.



**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.

**DEFINITION OF TERMS**

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

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

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

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

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

**RESPONSIBILITY FOR DAMAGE CLAIMS**

The Contractor shall indemnify and save harmless the CITY OF PEORIA, its officers and employees; the Owner's Representative, its officers and employees, against all loss, damage or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of injury to or death of any person or persons, including all persons performing any work under this contract, which may arise in any way (except for a negligent act of the City of Peoria, its officers or employees or the Owner's Representative, its officers or employees) in connection with the work to be performed under this contract, including but not limited to, suits, actions or claims arising under "An Act providing for the protection and safety of persons in and about the construction, repairing, alteration or removal of building, bridges, viaducts, and other structures, and to provide for the enforcement thereof," approved June 3, 1907, (740 ILCS 150/1), as amended: the Contractor shall also indemnify and save harmless the CITY OF PEORIA, its officers and employees; and the Owner's Representative, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property, on account of, or in consequence of, any neglect by Contractor or a Subcontractor in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered for any infringements of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the "Workers Compensation Act," or any other law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Department for such purposes, may be retained for the use of the

ENGINEERING DIVISION; or, in case no money is due, the surety shall be held until such suits, actions, or claims have been settled and suitable evidence to that effect furnished to the Department.

### **QUALIFICATION OF CONTRACTORS**

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

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

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

### **CONTRACTOR'S INSURANCE**

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

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

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

### **COMPENSATION INSURANCE**

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

Subcontractor to provide adequate insurance coverage for the protection of the employees not otherwise protected, such as accident insurance, and any such insurance shall be approved by the City of Peoria.

#### PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

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

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

#### AUTOMOBILE INSURANCE

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

#### UMBRELLA COVERAGE

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

#### ADDITIONAL INSURED ENDORSEMENT

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

#### PROOF OF CARRIAGE OF INSURANCE

The Contractor and all Subcontractors shall furnish the City of Peoria with satisfactory proof of

insurance coverage. This shall include an A.M. Best "A" rating before the project begins. If coverage is cancelled or the carrier's rating falls below A.M. Best "A" rated, the City of Peoria shall be notified in writing.

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

Upon request the Contractor must provide copies of the policies and endorsements, failure to provide the required certificates of insurance shall not operate to invalidate the insurance requirements under this Contract.

### **SUBSTANCE ABUSE PREVENTION PROGRAM**

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

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

### **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**

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.

*Since this is a City-wide program, J.U.L.I.E. will need to be notified before construction on each work order.*

### **NOTIFICATION OF THE PUBLIC**

The Contractor shall notify the property owners along the streets that will be treated in writing a minimum of 24 hours in advance of the work. Submit the draft letter at the preconstruction meeting. The City must approve the letter prior to distribution to the public. Please allow at a minimum one week for City review. Coordinate with the City on when the letters will be distributed. The typed notification letter shall include at a minimum: the work schedule, no parking restrictions, property access information, and the contractor contact person's name, local phone number, and email address. The notification shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street.

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

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

**CERTIFIED PAYROLL REQUIREMENTS**

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

**PREVAILING WAGE PROVISION**

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

These prevailing rates of wages are included in this contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this contract. It shall be the Contractor's responsibility to monitor the prevailing wages and adjust the payroll accordingly as soon as any rates are revised. The prevailing rates of wages are revised on a monthly basis and can be found on the Illinois Department of Labor's website. <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>

**Peoria County Prevailing Wage for July 2015**

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		26.700	28.200	1.5	1.5	2.0	7.700	16.21	0.000	0.800
ASBESTOS ABT-GEN		HWY		29.910	31.410	1.5	1.5	2.0	7.700	17.47	0.000	0.800
ASBESTOS ABT-MEC		BLD		32.510	35.010	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		38.000	41.000	2.0	2.0	2.0	7.070	15.99	0.000	0.400

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng			
BRICK MASON		BLD		32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590			
=====	==	====	=	=====	=====	=====	=====	=====	=====	=====	=====	=====			
CARPENTER		BLD		30.880	33.130	1.5	1.5	2.0	8.000	15.71	0.000	0.520			
CARPENTER		HWY		32.700	34.950	1.5	1.5	2.0	8.000	15.81	0.000	0.520			
CEMENT MASON		BLD		28.050	29.800	1.5	1.5	2.0	7.500	15.65	0.000	0.500			
CEMENT MASON		HWY		29.280	30.780	1.5	1.5	2.0	7.500	16.02	0.000	0.500			
CERAMIC TILE FNSHER		BLD		29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580			
ELECTRIC PWR EQMT OP		ALL		38.300	45.290	1.5	1.5	2.0	6.150	10.73	0.000	0.380			
ELECTRIC PWR GRNDMAN		ALL		26.280	45.290	1.5	1.5	2.0	5.790	7.360	0.000	0.260			
ELECTRIC PWR LINEMAN		ALL		42.540	45.290	1.5	1.5	2.0	6.280	11.92	0.000	0.430			
ELECTRIC PWR TRK DRV		ALL		27.560	45.290	1.5	1.5	2.0	5.830	7.720	0.000	0.280			
ELECTRICIAN		ALL		34.820	37.320	1.5	1.5	2.0	6.500	11.68	0.000	0.800			
ELECTRICIAN		BLD		34.820	37.320	1.5	1.5	2.0	6.100	11.43	0.000	0.400			
ELECTRONIC SYS TECH		BLD		28.250	30.250	1.5	1.5	2.0	6.350	10.54	0.000	0.400			
ELEVATOR CONSTRUCTOR		BLD		41.690	46.900	2.0	2.0	2.0	13.57	14.21	3.340	0.600			
GLAZIER		BLD		31.870	33.870	1.5	1.5	1.5	10.25	7.700	0.000	1.250			
HT/FROST INSULATOR		BLD		43.350	45.850	1.5	1.5	2.0	11.47	12.36	0.000	0.720			
IRON WORKER		BLD		32.190	34.090	0.0	0.0	0.0	9.490	13.91	0.000	0.000			
IRON WORKER		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000			
LABORER		BLD		25.700	27.200	1.5	1.5	2.0	7.700	16.21	0.000	0.800			
LABORER		HWY		29.160	30.660	1.5	1.5	2.0	7.700	17.47	0.000	0.800			
LABORER, SKILLED		BLD		26.100	27.600	1.5	1.5	2.0	7.700	16.21	0.000	0.800			
LABORER, SKILLED		HWY		29.460	30.960	1.5	1.5	2.0	7.700	17.47	0.000	0.800			
LATHER		BLD		30.880	33.130	1.5	1.5	2.0	8.000	15.71	0.000	0.520			
MACHINERY MOVER		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000			
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000			
MARBLE FINISHERS		BLD		29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580			
MARBLE MASON		BLD		31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580			
MILLWRIGHT		BLD		31.060	33.310	1.5	1.5	2.0	8.000	15.87	0.000	0.520			
MILLWRIGHT		HWY		33.060	35.310	1.5	1.5	2.0	8.000	15.95	0.000	0.520			
OPERATING ENGINEER		BLD	1	37.050	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000			
OPERATING ENGINEER		BLD	2	34.450	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000			
OPERATING ENGINEER		BLD	3	30.160	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000			
OPERATING ENGINEER		HWY	1	38.150	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000			
OPERATING ENGINEER		HWY	2	35.460	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000			
OPERATING ENGINEER		HWY	3	31.030	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000			
PAINTER		ALL		33.650	35.650	1.5	1.5	1.5	10.30	8.200	0.000	1.350			
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000			
PILEDRIIVER		BLD		31.880	34.130	1.5	1.5	2.0	8.000	15.71	0.000	0.520			
PILEDRIIVER		HWY		33.700	35.950	1.5	1.5	2.0	8.000	15.81	0.000	0.520			
PIPEFITTER		BLD		37.400	41.510	1.5	1.5	2.0	7.000	11.63	0.000	1.060			
PLASTERER		BLD		28.140	29.770	1.5	1.5	2.0	7.500	15.00	0.000	0.870			
PLUMBER		BLD		34.520	37.630	1.5	1.5	2.0	7.000	13.86	0.000	0.950			
ROOFER		BLD		30.580	32.110	1.5	1.5	2.0	8.450	7.220	0.000	0.250			
SHEETMETAL WORKER		BLD		32.430	34.050	1.5	1.5	2.0	9.120	15.55	0.000	0.780			
SIGN HANGER		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000			
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350			
STEEL ERECTOR		HWY		35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000			
STONE MASON		BLD		32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590			
<del>SURVEY WORKER</del>				<del>14.86</del>	<del>0.000</del>	<del>0.800</del>	<del>--&gt;NOT IN</del>	<del>EFFECT</del>	<del>ALL</del>	<del>28.900</del>	<del>30.400</del>	<del>1.5</del>	<del>1.5</del>	<del>2.0</del>	<del>7.700</del>
TERRAZZO FINISHER		BLD		29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580			
TERRAZZO MASON		BLD		31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580			
TILE MASON		BLD		31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580			
TRUCK DRIVER		ALL	1	33.000	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250			
TRUCK DRIVER		ALL	2	33.480	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250			

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
TRUCK DRIVER	ALL	3		33.700	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	ALL	4		34.010	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	ALL	5		34.900	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	O&C	1		27.280	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER	O&C	2		27.680	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER	O&C	3		27.860	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER	O&C	4		28.110	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TRUCK DRIVER	O&C	5		28.850	30.220	1.5	1.5	2.0	11.40	5.440	0.000	0.250
TUCKPOINTER	BLD			32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

### Explanations

#### PEORIA COUNTY

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

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

#### EXPLANATION OF CLASSES

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

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

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

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by



said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### ELECTRONIC SYSTEMS TECHNICIAN

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

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

#### LABORER, SKILLED - BUILDING

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

#### LABORER, SKILLED - HIGHWAY

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

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

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

Class 4. Low Boy and Oil Distributors.

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

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

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

#### OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tornadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

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

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

Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

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

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed;

Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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

#### **PROTECTION OF THE PUBLIC**

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

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

### **TRAFFIC CONTROL & PROTECTION**

Traffic control shall include flaggers directing one way traffic for any lane closures causing one way traffic. Cross road flaggers or at a minimum road closed signs and enough barricades at each cross road to clearly convey to the public that the road is closed is required at each cross road.

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

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction," the applicable guidelines contained in the "Manual on Uniform Traffic Control Devices for Streets and Highways," these special provisions, and any special details and Highway standards contained herein and in the plans. This item is incidental to the contract and no additional compensation shall be allowed.

The Contractor will be responsible for all traffic control including signs, barricades, and flagmen per the appropriate IDOT standards. Flagmen will be provided as necessary to both protect the workers and permit the movement of traffic with the least interference as possible. The streets will be kept free of traffic until such time as the seal-coat aggregate has been applied and properly rolled.

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

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

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

Traffic movement should be inhibited as little as practical. Motorists should be guided in a clear and positive manner while approaching and traversing construction work areas. To ensure acceptable levels of operation, routine inspection of traffic control elements should be performed. The Contractor will be required to inspect and initiate any needed maintenance to the traffic control devices on this contract. All traffic control devices shall be removed immediately when no longer needed. Construction equipment, materials and debris should be stored in such a manner as to not be vulnerable to vehicle impact, as directed by the Owner's Representative.

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

**APPENDIX A**

# EEO INFORMATION



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

To assist Bidders in their outreach efforts, the City of Peoria has developed a Minority and Women Business Enterprise (M/WBE) directory. Go to the City's website at [www.peoriagov.org/equal-opportunity/minority-and-women-business-enterprise-mwbe-directory](http://www.peoriagov.org/equal-opportunity/minority-and-women-business-enterprise-mwbe-directory) 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 [www.ci.peoria.il.us/equal-opportunity-forms](http://www.ci.peoria.il.us/equal-opportunity-forms) to obtain the form and instructions page.

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



# **CONTRACT DELIVERABLES**



## CITY OF PEORIA SUBCONTRACTOR PAYMENT FORM

**PRIME CONTRACTOR**

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 <i>(Name)</i>	Payment Amount	Payment Type <i>(F-full/ P-partial)</i>
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
<b>Total Payment Amount for Work Completed</b>	<b>\$</b>	

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

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

\_\_\_\_\_  
 Date



## CITY OF PEORIA MONTHLY WORKFORCE ANALYSIS

Check appropriate status

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

Contractor  
 Subcontractor

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

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

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

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

Date Work Started: \_\_\_\_\_ Percent Complete: \_\_\_\_\_ %

Job Categories	Number of Employees				Hours of Employment									
	Total # of Employees		Total Minorities		African American		Asian/Pacific Islander		American Indian/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

Date: \_\_\_\_\_

\_\_\_\_\_ Subcontractor. Complete Part 1  
\_\_\_\_\_ Self-Performance. Complete Part 2

## PRIME CONTRACTOR

## PROJECT

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

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

### PART 1

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

From Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_  
Status \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ Non-M/WBE

To Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_  
Status \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ Non-M/WBE  
Contract Amount \_\_\_\_\_

Will scope of work change? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Describe change \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason for Contractor Change \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### PART 2

Complete if deviating from intent to self-perform.

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

Change was due to \_\_\_\_\_ Emergency \_\_\_\_\_ Non-Emergency  
Explain Situation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe good faith efforts to utilize M/WBE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of added Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_  
Status \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ Non-M/WBE  
Contract Amount \_\_\_\_\_  
Scope of Work \_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_  
Contractor Title

# MISCELLANEOUS



**CITY OF PEORIA**  
**SAMPLE CONTRACT**

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and \_\_\_\_\_, Party of The Second Part for the improvement known as the \_\_\_\_\_;

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

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

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

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

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

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

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

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

***PARTY OF THE SECOND PART***  
\_\_\_\_\_  
(name of individual, firm, or corporation)

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

(If a Co-Partnership)

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

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

(Party of the second part)



**CITY OF PEORIA**  
**SAMPLE PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That I/we \_\_\_\_\_

an individual, of \_\_\_\_\_

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

a corporation organized under the laws of the State of \_\_\_\_\_

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

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

Peoria, Peoria County, State of Illinois, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) 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 SEAL-COATING CONTRACT – 2016 in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof as if fully set forth herein;

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

IN WITNESS WHEREOF, we have duly executed the foregoing Obligation this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**FOR THE CITY OF PEORIA**

\_\_\_\_\_  
Principal

EXAMINED AND APPROVED:

\_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Sureties

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

I, \_\_\_\_\_, a Notary Public in and for said County, in the

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

Attorney in Fact for \_\_\_\_\_,  
appeared before me this day in person and acknowledged that he/she signed the name of

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

Given under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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





# CONSTRUCTION DEBRIS MANIFEST

Ticket No.: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Generator: \_\_\_\_\_

Hauler: \_\_\_\_\_

Truck

No.: \_\_\_\_\_

Description of  
Material: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approximate Weight of Material: \_\_\_\_\_

Approximate Volume of Material: \_\_\_\_\_

Disposition of Material:

Location:

\_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Owner: \_\_\_\_\_

Operator: \_\_\_\_\_



## SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

Letting Date: \_\_\_\_\_ Item No.: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Route: \_\_\_\_\_

Section: \_\_\_\_\_

Job No.: \_\_\_\_\_

County: \_\_\_\_\_

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while Performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

A. The undersigned Representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

B. The undersigned Representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

# SUB-CONTRACTOR FINAL PAYMENT NOTIFICATION FORM

TAPE HERE

My firm has served as a subcontractor or supplier on contract # \_\_\_\_\_ . We request to be notified 30 days before the City intends to process papers for final payment on this contract.

We understand that it is a subcontractor or supplier's responsibility to ensure they are paid for a project and that notification provided by the Department is a courtesy only and does not provide any protection. We are aware of our rights to make a claim against the bond or file a lien against public funds in accordance with 30 ILCS 550 or 770 ILCS 60/23 and that this request constitutes neither action.

Date \_\_\_\_\_ Name \_\_\_\_\_

---



---



---

Postage  
Stamp  
Required

City of Peoria

---



---



---

TAPE HERE

Effective January 1, 1994 the Illinois Department of Transportation no longer requires prime contractors on highway construction projects to obtain release forms from subcontractors and suppliers. If you wish to be notified when final payment on a project will be made, please complete all of the shaded areas on this card, **affix first class postage** on both sides of the card, then fold the card so the City address is visible and mail the card. The card will be returned to you prior to the final payment being made on the contract.

If you would like more information on filing a lien or bond claim, IDOT publishes a booklet "Getting Paid" that is available from the district office. You may wish to consult with your attorney if you have specific legal questions concerning the state laws on liens and bond claims and your rights therein.

FOLD HERE

Your firm has served as a subcontractor or supplier on contract # \_\_\_\_\_ . The City of Peoria plans to submit papers for processing of final payment to the prime contractor \_\_\_\_\_ during the next 30 days.

This information is provided as a courtesy only, pursuant to your request. This notification does not constitute an acknowledgment of a bond claim or a lien against public funds and does not guarantee payment.

Date prepared \_\_\_\_\_



Postage  
Stamp  
Required

Attn: \_\_\_\_\_

---



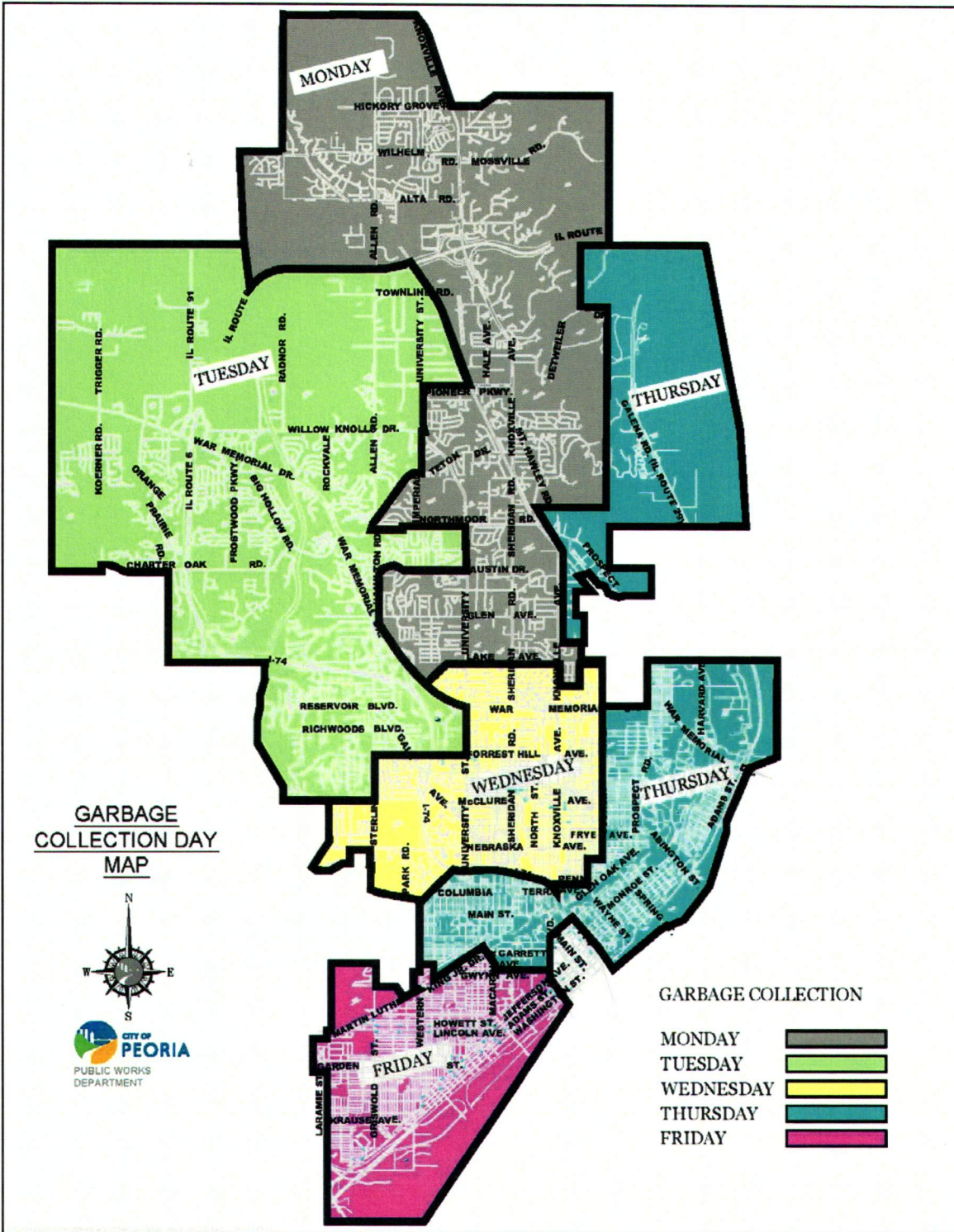
---



---

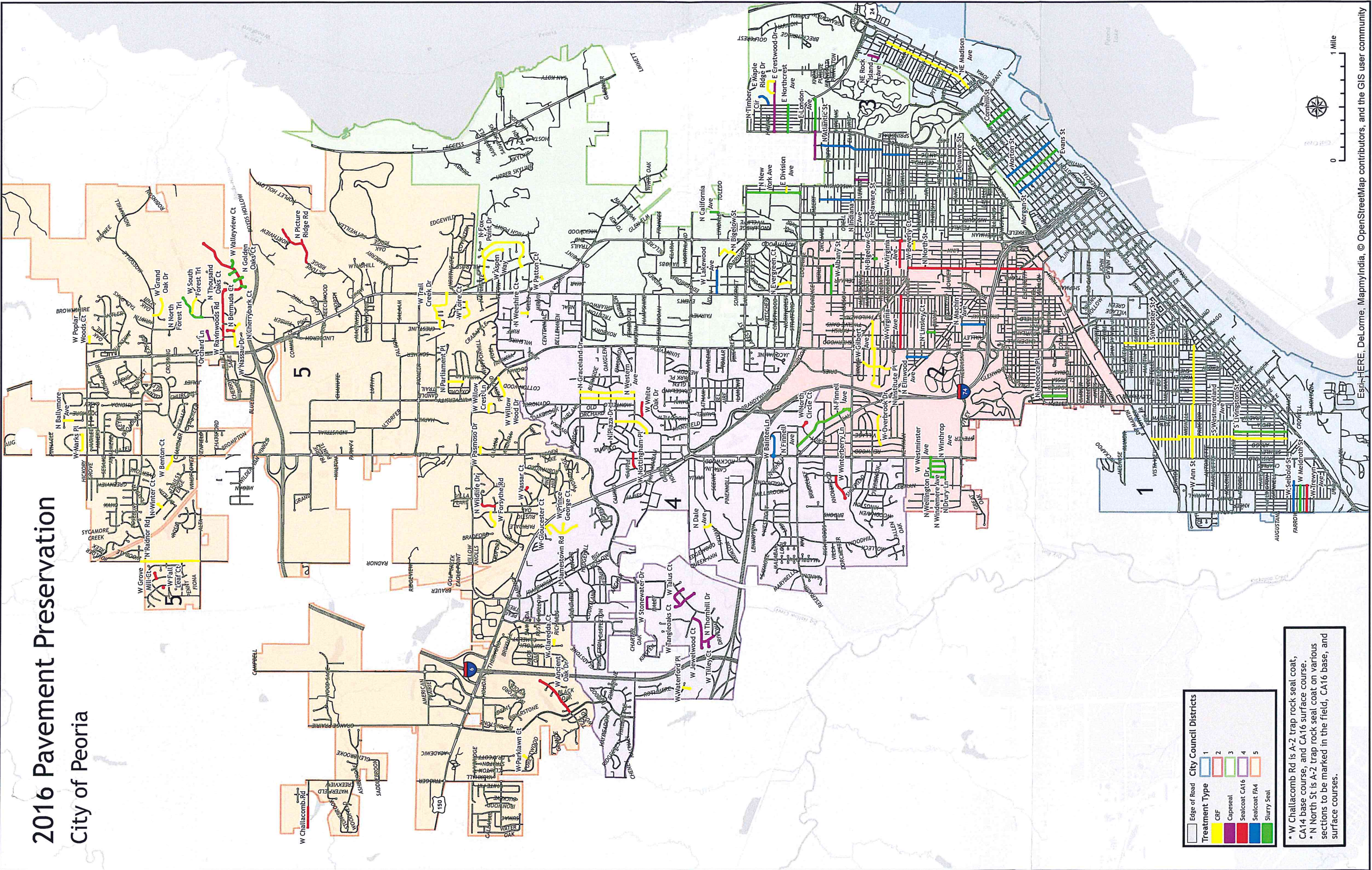
BC 2246 (Rev. 9/97)

# GARBAGE COLLECTION DAY MAP



# 2016 Pavement Preservation

City of Peoria



City Council Districts	
1	2
3	4
5	

Treatment Type	
Edge of Road	CRF
Capeseal	Sealcoat CA16
Sealcoat FA4	Slurry Seal

\* W Challacomb Rd is A-2 trap rock seal coat, CA14 base course, and CA16 surface course.  
 \* N North St is A-2 trap rock seal coat on various sections to be marked in the field, CA16 base, and surface courses.

