

**CITY OF PEORIA
CONTRACT**

This agreement, made and entered into this 8th day of FEBRUARY, 2022, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and J. C. DILLON INC. Party of The Second Part for the improvement known as the STORM DRAINAGE REPIAR ANNUAL CONTRACT 2022

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the Party of the First Part, and according to the terms expressed in the bond referring to these presents, the Party of The Second Part agrees with said Party of The First Part, at his/their own proper cost and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all the terms of this agreement, for the amount of ONE MILLION DOLLARS (\$1,000,000.00)

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

EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:

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

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

THE CITY OF PEORIA

BY: *[Signature]*
City Manager

ATTEST: *[Signature]*
City Clerk

EXAMINED AND APPROVED:

[Signature]
Corporation Counsel

PARTY OF THE SECOND PART

J.C. Dillon Inc
(name of individual, firm or corporation)

BY: *[Signature]*
(member of firm or officer of corporation)

(If a Co-Partnership)

(seal)

(seal)

Partners doing business under the firm name
of _____ (seal)
(PARTY OF THE SECOND PART)

(If an Individual)

(seal)
(PARTY OF THE SECOND PART)

CITY OF PEORIA
PERFORMANCE BOND

Bond # HGMW-25-A192-0378

NOW ALL MEN BY THESE PRESENTS, That we J. C. Dillon Inc
and individual, of _____

a co-partnership, of _____

a corporation organized under the laws of the State of _____

as Principal, and Hudson Insurance Company

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

Peoria County, State of Illinois, in the penal sum of ONE MILLION DOLLARDS (\$1,000,000.00), lawful
money of the United States, well and truly to be paid unto said City of Peoria for the payment of which we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly, severally, and firmly by these
presents.

THE CONDITION OF THE FOREGOING OBLIGATIONS IS SUCH that whereas, the said Principal has
entered into a contract with the City of Peoria for STORM DRAINAGE REPIAR ANNUAL CONTRACT
2022 in accordance with the terms and conditions of said contract, which is hereby referred to and made a part
hereof as if fully set forth herein;

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

IN WITNESS WHEREOF, We have duly executed the forgoing Obligation this 15th day of
February, 2022

EXAMINED AND APPROVED FOR THE
CITY OF PEORIA

By Christina J. Kapustke
Corporation Counsel

By: Ch. [Signature]
Principal

By: [Signature]
David A. Kotula Sureties Attorney-in-fact

STATE OF Illinois)

) SS

COUNTY OF WILL)

I, Brandie Catlin, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David A. Kotula,

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

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

Hudson Insurance Company, 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 February, 2022.



Brandie Catlin

Notary Public



HGMW-25-A192-0378

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

David A. Kotula, Brian DiPaola
of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 19th day of October, 20 21 at New York, New York.

HUDSON INSURANCE COMPANY

By Michael P. Cifone
Senior Vice President

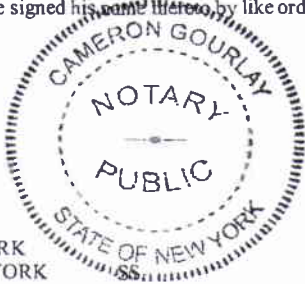


Attest Dina Daskalakis
Corporate Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 19th day of October, 20 21 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Cameron Gourlay
CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 15th day of February, 20 22



By Dina Daskalakis
Dina Daskalakis, Corporate Secretary

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1. Notice of Bidding

- a. Time and Place of Opening Bids. Sealed proposals for the improvement described herein will be received at the Office of the City Engineer, Public Works Facility, 3505 N. Dries Lane, Peoria, Illinois, until 10:00 AM, Thursday, January 20, 2022, and at that time publicly opened and read.
- b. Description of Work.
 - i. *Proposed improvement is officially known as Storm Drainage Repair Annual Contract 2022.*
 - ii. *The proposed improvement consists of inspecting, repairing, and replacing storm drainage infrastructure at locations as directed by the Owner's Representative. Work will include new storm sewer pipe, cured-in-place pipe lining, manholes, inlets, curb and gutter, slope stabilization, retaining walls, and erosion control practices. Site restoration shall include pavement replacement, topsoil placement, sodding, seeding, fertilizing, and mulching at locations as directed by the Owner's Representative. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the Owner's Representative.*

2. Copies of Bidding Documents

- a. Plans, proposal forms, and specifications for the proposed project can be obtained at no charge by requesting an electronic plan set from pwdropbox@peoriagov.org
- b. Complete sets of Bidding Documents shall be used in preparing Bids; neither City nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- c. City and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

3. Qualifications of Bidders

- a. To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid the following information:
 - i. *Evidence of Bidder's authority to do business in the state where the Project is located.*
 - ii. *Evidence of Bidder's prequalification with the Illinois Department of Transportation or documentation of current and recent history of project experience to perform the type of work required to complete this Project.*
 - iii. *Bidder's state or other contractor license number.*
- b. A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- c. No requirement in this Article to submit information will prejudice the right of City to seek additional pertinent information regarding Bidder's qualifications.
- d. Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

4. Site Visit and Testing by Bidders

INSTRUCTIONS TO BIDDERS

- a. Bidder shall conduct the required Site visit during normal working hours and shall not disturb any ongoing operations at the Site.
- b. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- c. On request, and to the extent City has control over the Site, and schedule permitting, the City will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. City will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on City's authority regarding the Site.
- d. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by City or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- e. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5. Bidder's Representations

- a. It is the responsibility of each Bidder before submitting a Bid to:
 - i. *examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;*
 - ii. *visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;*
 - iii. *become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;*
 - iv. *consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;*
 - v. *agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;*
 - vi. *become aware of the general nature of the work to be performed by City and others at the Site that relates to the Work as indicated in the Bidding Documents;*

INSTRUCTIONS TO BIDDERS

- vii. *promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;*
 - viii. *determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and*
 - ix. *agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.*
- b. Bidder acknowledges a current City of Peoria EEO Certification Number is required prior to being awarded a City of Peoria Contract.

6. Contract Times

- a. The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Special Provisions.
- b. Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the General Conditions.

7. Substitute and “Or-Equal” Items

- a. The Contract for the Work, as awarded, will be based on materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items.
- b. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

8. Subcontractors, Suppliers, and Others

- a. A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Special Conditions) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- b. After the submittal of the Bid, City may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- c. The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to City a list of the Subcontractors or Suppliers proposed.

9. Preparation of Bid

- a. The Bid Form is included with the Bidding Documents.
 - i. *All blanks on the Bid Form shall be completed and the Bid Form signed. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.*
 - ii. *Each Bidder is required to submit prices for the Base Bid and Alternate Bid.*
- b. A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.
- c. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The address for receiving notices of the partnership shall be shown.
- d. A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the address for receiving notices of the firm shall be shown.
- e. A Bid by an individual shall show the Bidder's name and address for receiving notices.
- f. A Bid by a joint venture shall be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The address for receiving notices of the joint venture shall be shown.
- g. All names shall be printed below the signatures.
- h. The Bid shall acknowledgment receipt of all Addenda on the Bid Form.
- i. Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- j. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- k. All proposals must be accompanied by a proposal guaranty. Such guaranty may be in the form of a Bid Bond provided in this document, a proposal guarantee of cash, a Bank Cashier Check, or a properly certified check made payable to the City of Peoria, for not less than five percent (5%) of the amount of the bid.

10. Opening of Bids, Modification, and Withdrawal

- a. Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

INSTRUCTIONS TO BIDDERS

- b. A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- c. If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid and submit a new Bid prior to the date and time for the opening of Bids.
- d. If within 24 hours after Bids are opened any Bidder files a duly signed written notice with City and promptly thereafter demonstrates to the reasonable satisfaction of City that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

11. Evaluation of Bids and Award of Contract

- a. All Bids will remain subject to acceptance for the period stated in the Bid Form, but City may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.
- b. City reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. City will reject the Bid of any Bidder that City finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the City will reject the Bid as nonresponsive; provided that City also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- c. If City awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- d. Evaluation of Bids
 - i. *In evaluating Bids, City will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.*
 - ii. *For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items*
- e. In evaluating whether a Bidder is responsible, City will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- f. City may conduct such investigations as City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

INSTRUCTIONS TO BIDDERS

- g. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to City, it shall be accompanied by required bonds and insurance documentation.

12. Signing of Agreement

- a. When City issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement.
- b. Within Ten (10) days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to City.

13. Sales and Use Taxes - City is exempt from Illinois state sales and use taxes on materials and equipment to be incorporated in the Work.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “Fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “Collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

City of Peoria
Capital Improvement Project
Storm Drainage Repair Annual Contract 2022
PROPOSAL DOCUMENTS

PROPOSAL BID FORM

- E. The undersigned certifies that it is not delinquent in the payment of any indebtedness, tax, fee or fine owed to the City of Peoria, or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Sec. 10-109 of the Peoria City Code and 65 ILCS 5/11-42.1-1.
- F. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the City of Peoria, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it has not been barred from bidding by the Federal, State, or local governments and has not been suspended or debarred from receiving federal funding.
- G. EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR, (hereinafter referred to as “SERVICE PROVIDER”) agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City’s determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER 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 provision does not apply to any City employee involved in the 2018-2019 and 2020-2021 reduction in force, furlough or early retirement incentive programs offered in those years.
- H. Each Bidder must demonstrate previous experience completing the type of construction work necessary for the project. A completed Bidder Qualification Statement must accompany all proposals. Prequalification with the Illinois Department of Transportation is acceptable evidence of Bidders qualification. IDOT prequalified Bidders are not required to submit Schedule A or Schedule B with the Bidder Qualification Statement. Bidders shall include a copy of their Illinois Department of Transportation “Certificate of Eligibility” with their Bid. Bidders not prequalified with IDOT, shall submit Schedule A and B of the Bidders Qualification Statement as evidence of experience to complete the type of work required to complete the project. Signing this Bid Form and signing the Bidder Qualification Statement indicate Bidder is qualified and available to complete the Project as described in the contract documents.
- I. 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

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policy statement. The form may be obtained from the City's website at www.peoriagov.org/equal-opportunity/ by clicking on the link. You can also request a copy by e-mail or calling:

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

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

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

EEO CERTIFICATION* (Check one):

- We are presently applying for the EEO Certification. Employer Report Form (Form CC-1) is completed and enclosed.
- Presently, we have the Employer Report Form (Form CC-1) on file with the City of Peoria, Office of Equal Opportunity and have a current Certificate of Compliance Number.

Certificate of Compliance Number: 01011-221231

ARTICLE 5 – BASIS OF BID

5.01 Base Bid:

- A. The Base Bid approximates the items of work that could be completed in a typical year. The work will be completed over a series of Work Orders to be issued for various work locations. Bid Item #10 is the Contractor's administrative costs to administer the individual work orders. The Bid Quantity estimates the year's work will be completed over 25 work orders.
- B. Bidder will complete the work in accordance with the contract documents for the following price(s):

Item #	Item Description	Quantity	Unit	Unit Cost	Total
Labor and Administration					
1	Laborer	2250	Hour		
2	Operator	1890	Hour		
3	Foreman	1350	Hour		
4	Cement Mason	55	Hour		
5	Plumber	10	Hour		

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Item #	Item Description	Quantity	Unit	Unit Cost	Total
6	Laborer OT	20	Hour		
7	Operator OT	95	Hour		
8	Foreman OT	80	Hour		
9	Cement Mason OT	1	Hour		
10	Work Order Administration	25	Each		
11	Additional Charge for Disposal of Waste at a Landfill	14	Each		
12	Additional Charge for Disposal of Recyclable Construction Materials	5	Each		
13	Performance Bond	1000	per \$1000		
Vehicles and Equipment					
100	Lowboy Including Both Permits and Paid Driver	45	Hour		
101	Trailer	115	Hour		
102	One ton Dump truck with Driver	10	Hour		
103	Single Axle Dump Truck with Driver	25	Hour		
104	Tandem Axle Dump Truck with Driver	900	Hour		
105	Semi & Dump Trailer with Driver	65	Hour		
107	Jetting and Vacuuming Truck with Driver/Operator	45	Hour		
109	Skid Steer Loader (CAT 216B, 226B, 236B, 242B, 246C, 252B, 262C, 272D, 272D XHP, 289 or Equivalent; 47Hp to 106Hp)	630	Hour		
117	Small Mini Hydraulic Excavator (CAT 300.9D,301.4C,301.7D,301.7D CR,302.2D,302.4D,302.7D CR,303.5E CR or Equivalent; 13Hp to 39Hp)	70	Hour		
118	Large Mini Hydraulic Excavator (CAT 304E CR, 305E CR, 305.5E CR, 308E2 CR SB, or Equivalent; 40Hp to 65 Hp)	60	Hour		
119	Small Hydraulic Excavator (CAT 312E, 314E CR, 316E, 318E or Equivalent; 91Hp to 113Hp)	415	Hour		
120	Medium Hydraulic Excavator (CAT 321D LCR or Equivalent)	450	Hour		
123	Large Hydraulic Excavator (CAT 336E H Hybrid, 336E, 349E, 374D L, 390 D L or Equivalent; 286Hp to 523Hp)	200	Hour		
126	Mini Skid Steer with attachments (Vermeer s800 or equivalent)	300	Hour		

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Item #	Item Description	Quantity	Unit	Unit Cost	Total
129	Tiller and Power Rack	20	Hour		
132	Rammax Compactor	45	Hour		
133	Tandem vibratory roller (CAT CB-24, Bomag BW100AD-4)	80	Hour		
134	Power Broom	20	Hour		
136	Wacker Reversible Compactor or Equivalent	160	Hour		
137	Rotating Hammer	8	Hour		
139	Chain Saw	120	Hour		
140	Brush Chipper	90	Hour		
141	Cut Off Saw	54	Hour		
144	Walk behind concrete saw and blade, large	20	Hour		
145	Submersible pump with hoses	10	Hour		
146	Electric Generator	24	Hour		
148	Pipe Laser	8	Daily		
149	Trench Box and Sheets	8	Daily		
150	Material Box	8	Daily		
Traffic Control					
200	Steel Road Plate	12	Daily		
201	Barricade, Type One	120	Daily		
203	Road Construction Ahead Sign	180	Daily		
205	Worker Ahead Sign	120	Daily		
207	Traffic Barrels with Lights	180	Daily		
208	Traffic Cones	180	Daily		
209	Safety fence with posts	9000	LF		
210	Arrow Board	15	Daily		
Pipe Materials					
300	Storm Sewer, RCP, Type 1, 12" Dia	450	LF		
301	Storm Sewer, RCP, Type 1, 15" Dia	90	LF		
302	Storm Sewer, RCP, Type 1, 18" Dia	45	LF		
304	Storm Sewer, RCP, Type 1, 24" Dia	45	LF		
306	Storm Sewer, RCP, Type 1, 36" Dia	24	LF		
308	Storm Sewer, RCP, Type 1, 48" Dia	24	LF		

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Item #	Item Description	Quantity	Unit	Unit Cost	Total
309	Storm Sewer, RCP, Type 2, 12" Dia	450	LF		
310	Storm Sewer, RCP, Type 2, 15" Dia	90	LF		
311	Storm Sewer, RCP, Type 2, 18" Dia	45	LF		
313	Storm Sewer, RCP, Type 2, 24" Dia	45	LF		
315	Storm Sewer, RCP, Type 2, 36" Dia	24	LF		
317	Storm Sewer, RCP, Type 2, 48" Dia	24	LF		
318	Storm Sewer, Class B, Type 1, 12" Dia	450	LF		
319	Storm Sewer, Class B, Type 1, 15" Dia	90	LF		
320	Storm Sewer, Class B, Type 1, 18" Dia	45	LF		
322	Storm Sewer, Class B, Type 1, 24" Dia	45	LF		
324	Storm Sewer, Class B, Type 1, 36" Dia	24	LF		
326	Storm Sewer, Class B, Type 1, 48" Dia	24	LF		
327	Storm Sewer, Class B, Type 2, 12" Dia	450	LF		
328	Storm Sewer, Class B, Type 2, 15" Dia	90	LF		
329	Storm Sewer, Class B, Type 2, 18" Dia	45	LF		
331	Storm Sewer, Class B, Type 2, 24" Dia	45	LF		
333	Storm Sewer, Class B, Type 2, 36" Dia	24	LF		
335	Storm Sewer, Class B, Type 2, 48" Dia	24	LF		
340	Pipe Underdrain (Special) 4" Dia, Solid	75	LF		
341	Pipe Underdrain (Special) 6" Dia, Solid	25	LF		
342	Pipe Underdrain (Special) 8" Dia, Solid	25	LF		
343	Pipe Underdrain (Special) 10" Dia, Solid	25	LF		
344	RCP Flared End Section, 12"	4	Each		
345	RCP Flared End Section, 15"	4	Each		
346	RCP Flared End Section, 18"	4	Each		
349	Fernco Connection, 4"	4	Each		
350	Fernco Connection, 6"	4	Each		
351	Fernco Connection, 8"	4	Each		
354	CIPP Lining, 12"	900	LF		
355	CIPP Lining, 15"	720	LF		
356	CIPP Lining, 18"	360	LF		

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Item #	Item Description	Quantity	Unit	Unit Cost	Total
357	CIPP Lining, 24"	180	LF		
359	CIPP Lining, 36"	90	LF		
361	CIPP Lining, 48"	90	LF		
Drainage Structures					
400	Inlet, Type A, 4' Max. Depth	4	Each		
401	Inlet, Type B with Flat Slab Top, 5' Max. Depth	4	Each		
402	Inlet, Type G1 with Frame & Grate, 5' Max. Depth	4	Each		
403	Inlet MH, 4' Dia, Type G1 with Flat Slab & F&G, 5' Max. Depth	4	Each		
404	Inlet MH, 5' Dia, Type G1 with Flat Slab & F&G, 5' Max Depth	4	Each		
405	Manhole, 4' Dia with Flat Slab Top, 5' Max. Depth	4	Each		
406	Manhole, 5' Dia with Flat Slab Top, 5' Max Depth	4	Each		
407	Additional Structure Depth, Ty B Inlet	5	VF		
408	Additional Structure Depth, G1 Inlet	5	VF		
409	Additional Structure Depth, 4' Dia MH	5	VF		
410	Additional Structure Depth, 5' Dia MH	5	VF		
411	Type 1 Frame and Lid (Open or Closed)	9	Each		
412	Type 3 Frame & Grate	4	Each		
413	Type 8 Grate	3	Each		
414	Type 11 Frame & Grate	3	Each		
415	Type G1 Frame & Grate	7	Each		
416	Drainage Structure to be Adjusted	23	Each		
417	Drainage Structure to be Reconstructed	14	Each		
Backfill Materials					
500	Borrow Excavation	1440	CY		
501	Flowable Backfill (CLSM)	320	CY		
502	Trench Backfill, FA-1	80	Ton		
504	Trench Backfill, CA-6	270	Ton		
506	Porous Backfill, CA-7 or CA-11	100	Ton		

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Item #	Item Description	Quantity	Unit	Unit Cost	Total
Aggregate and Asphalt					
600	Aggregate Surface, CA-6 White Rock	50	Ton		
601	Asphalt Millings	108	Ton		
602	Bituminous Concrete Binder and Surface Course (Material Only)	167	Ton		
Concrete and Reinforcing					
650	IDOT Class PP Concrete (High Early)	8	CY		
651	IDOT Class PV Concrete (Hot Patch)	45	CY		
652	IDOT Class SI Portland Cement Concrete (Standard)	18	CY		
653	Concrete Fibers	8	CY		
654	Quikrete Hydraulic Water-Stop Cement, Five Gallons	3	Each		
657	Sak Krete 80 lb bag	2	Each		
658	Mortar Mix, 80 lbs	2	Each		
661	1/2" Dia. X 18" Long Epoxy-Coated Dowel Bars	8	Each		
662	3/4" Dia. X 18" Long Epoxy-Coated Dowel Bars	8	Each		
668	Concrete Curb & Gutter	45	LF		
Rip Rap and Gabions					
702	Rip Rap, RR 1	54	Ton		
703	Rip Rap, RR 2	30	Ton		
704	Rip Rap, RR 3	80	Ton		
705	Rip Rap, RR 4	200	Ton		
706	Rip Rap, RR 5	1440	Ton		
708	Geotechnical fabric for Rip Rap	1080	SY		
Landscaping and Restoration					
800	Duradeck Mat or Equivalent ground protection mat (4' x 8' panel)	135	Daily		
801	Tree Removal (Over 15" Unit Diameter)	500	Unit		
802	Fence Removal & Reinstallation	500	Foot		
803	Silt Fence	200	LF		
804	Inlet and Pipe Protection	40	Each		
808	Straw Mulch	3600	SY		

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Item #	Item Description	Quantity	Unit	Unit Cost	Total
809	Topsoil	225	Ton		
810	Sodding with Sod Staples	900	SY		
811	Seeding, Waterway Seed	135	LB		
812	Seeding, Lawn Seed	315	LB		
813	Seeding, Slope mixture	135	LB		
814	Fertilizer	180	LB		
Total Base Bid Amount					1,196,405.08

in writing One Million, One Hundred Ninty Six Thousand, Four Hundred Five Dollars and eight cents

5.02 Schedule of Prices:

- A. In addition to the Base Bid Items itemized in Article 5.01, Bidders shall provide unit prices for the following items that may also be used in completing the work.
- B. These unit prices will also be evaluated in the contract award process.
- C. Bidder will complete the following items of work as needed in accordance with the contract documents for the following price(s):

Item #	Item Description	Unit	Unit Cost
Vehicles and Equipment			
106	Flat Bed Truck (Greater Than One Ton) with Driver	Hour	
108	CCTV Truck with Driver/Operator	Hour	
110	Small Wheel Loader (CAT 924K, 930K, 938K, 930H or Equivalent; 141Hp to 169Hp)	Hour	
111	Small Track Loader (CAT 939C Hystat or Equivalent)	Hour	
112	Compact Wheel Loader (CAT 906H2, 907H2, 908H2, 914G2, IT14G or Equivalent; 69Hp to 95Hp)	Hour	
113	Medium Track Loader (CAT 953D or Equivalent)	Hour	
114	Small Dozer (CAT D3K2, D4K2, D5K2 or Equivalent; 80Hp to 104Hp)	Hour	
115	Medium Dozer (CAT D6K, D6K2, D6T, D7E Series 2, or Equivalent; 125Hp to 235Hp)	Hour	
116	Backhoe (CAT 416E, 420F/420F IT, 430F/430F IT, 450F or Equivalent; 74Hp to 174Hp)	Hour	

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Item #	Item Description	Unit	Unit Cost
121	Medium Hydraulic Excavator (CAT 320E L, 320E LRR, 324D L, or Equivalent; 153Hp to 190Hp)	Hour	
122	Medium Hydraulic Excavator (CAT 328D LCR, 329E, or Equivalent; 204Hp to 228Hp)	Hour	
124	Wheel Excavator (CAT M313D, M315D, M316D, M318D, M322D or Equivalent; 128Hp to 165Hp)	Hour	
125	Landscaping Tractor with Accessories (JD302 or Equivalent)	Hour	
127	Breaker Attachment for use on an excavator	Hour	
128	Vibrating Compactor for use on an excavator	Hour	
130	Hammer- Compact Products (CAT H25D or Equivalent)	Hour	
131	Hammers- Backhoe Loaders (CAT H75E S, H95E S H110 S or Equivalent)	Hour	
142	Wheel Saw	Hour	
143	Walk behind concrete saw and blade, small	Hour	
147	Manhole Ventilator with Hose	Hour	
Traffic Control			
202	Barricade, Type Three	Daily	
204	Road Closed Ahead and Local Traffic Only Sign	Daily	
206	Detour Sign	Daily	
Pipe Materials			
303	Storm Sewer, RCP, Type 1, 21" Dia	LF	
305	Storm Sewer, RCP, Type 1, 30" Dia	LF	
307	Storm Sewer, RCP, Type 1, 42" Dia	LF	
312	Storm Sewer, RCP, Type 2, 21" Dia	LF	
314	Storm Sewer, RCP, Type 2, 30" Dia	LF	
316	Storm Sewer, RCP, Type 2, 42" Dia	LF	
321	Storm Sewer, Class B, Type 1, 21" Dia	LF	
323	Storm Sewer, Class B, Type 1, 30" Dia	LF	
325	Storm Sewer, Class B, Type 1, 42" Dia	LF	
330	Storm Sewer, Class B, Type 2, 21" Dia	LF	
332	Storm Sewer, Class B, Type 2, 30" Dia	LF	
334	Storm Sewer, Class B, Type 2, 42" Dia	LF	

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Item #	Item Description	Unit	Unit Cost
336	Pipe Underdrain, Type 3, 4" Dia, Perforated	LF	
337	Pipe Underdrain, Type 2, 6" Dia, Perforated	LF	
338	Pipe Underdrain, Type 2, 8" Dia, Perforated	LF	
339	Pipe Underdrain, Type 2, 10" Dia, Perforated	LF	
347	RCP Flared End Section, 24"	Each	
348	RCP Flared End Section, 36"	Each	
352	Fernco Connection, 10"	Each	
353	Fernco Connection, 12"	Each	
358	CIPP Lining, 30"	LF	
360	CIPP Lining, 42"	LF	
362	CIPP Lining, 60"	LF	
Backfill Materials			
503	Trench Backfill, FA-4	Ton	
505	Trench Backfill, CA-16	Ton	
Aggregate and Asphalt			
603	Bituminous Concrete Binder and Surface Course, Installed by Subcontractor	Ton	
604	Premium Cold-Patch Material (Material Only) - IDOT Serial No. M120-05	Ton	
605	Regular Cold Patch Material (Material Only) - IDOT Serial No. M 31-95 or equivalent	Ton	
Concrete and Reinforcing			
655	Quadex Geokrete- 60lb bag	Each	
656	Quadex Quad-Plug – 50lb pail	Each	
659	Epoxy-Based, Two-Part, Adhesive Anchoring System, 18 oz Cartridge	Each	
660	J-Bolts and 3/4" Anchors	Each	
663	Drilled Anchors, 3/4 inch diameter	Each	
664	Reinforcing bars, epoxy coated	LBS	
665	Structural Concrete Walls	CY	
666	Structural Concrete Slabs	CY	
667	Fill Concrete for structures- 3,500 psi	CY	
Rip Rap and Gabions			
700	Gabions, PVC Coated, 3' x 3' x 6'	CY	

Item #	Item Description	Unit	Unit Cost
701	Slope Mattress, PVC Coated, 12' x 6'x 9" thick	SY	
707	Rip Rap, RR 6	Ton	
Landscaping and Restoration			
805	100% Biodegradable Erosion Control Blanket (Tensar S75BN)	SY	
806	100% Biodegradable Erosion Control Blanket (Tensar SC150BN)	SY	
807	Turf Reinforcement Mat (Tensar Vmaxx SC250)	SY	

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Special Provisions.
- 6.02 Bidder accepts the liquidated damages provisions provided in the General Conditions.
- 6.03 Upon successful completion of the 2022 contract, the City reserves the right to extend this contract up to two additional years. The amount of the contract for each year is subject to available funding. It is anticipated that the project budget range will be \$900,000 to \$1,200,000 per year.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Bid Bond
 - B. Subcontractor Utilization Statement
 - C. MBE/WBE Participation Waiver Request (if necessary)
 - D. Qualifications Statement
 - E. Bidders Certification – Document 00454
 - F. Health Safety and Welfare Affidavit – Document 00456

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
	5.01 Base Bid				
	Labor and Administration				
1	Laborer	2,250.000	HOUR	85.00	191,250.00
2	Operator	1,890.000	HOUR	105.00	198,450.00
3	Foreman	1,350.000	HOUR	95.00	128,250.00
4	Cement Mason	55.000	HOUR	80.00	4,400.00
5	Plumber	10.000	HOUR	85.00	850.00
6	Laborer OT	20.000	HOUR	104.00	2,080.00
7	Operator OT	95.000	HOUR	127.00	12,065.00
8	Foreman OT	80.000	HOUR	117.00	9,360.00
9	Cement Mason OT	1.000	HOUR	100.00	100.00
10	Work Order Administration	25.000	EACH	100.00	2,500.00
11	Additional Charge for Disposal of Waste at a Landf	14.000	EACH	50.00	700.00
12	Additional Charge for Disposal of Recyclable Const	5.000	EACH	0.01	0.05
13	Performance Bond	1,000.000	PER	15.00	15,000.00
	Vehicles and Equipment				
100	Lowboy Including Both Permits and Paid Driver	45.000	HOUR	120.00	5,400.00
101	Trailer	115.000	HOUR	0.01	1.15
102	One ton Dump truck with Driver	10.000	HOUR	27.60	276.00
103	Single Axle Dump Truck with Driver	25.000	HOUR	100.00	2,500.00
104	Tandem Axle Dump Truck with Driver	900.000	HOUR	100.00	90,000.00
105	Semi & Dump Trailer with Driver	65.000	HOUR	120.00	7,800.00
107	Jetting and Vacuuming Truck with Driver/Operator	45.000	HOUR	200.00	9,000.00
109	Skid Steer Loader (CAT 216B, 226B, 236B, 242B, 246	630.000	HOUR	25.00	15,750.00
117	Small Mini Hydraulic Excavator (CAT 300.9D,301.4C,	70.000	HOUR	10.00	700.00
	Large Mini Hydraulic Excavator (CAT 304E CR, 305E	60.000	HOUR	25.00	1,500.00
119	Small Hydraulic Excavator (CAT 312E, 314E CR, 316	415.000	HOUR	55.00	22,825.00
120	Medium Hydraulic Excavator (CAT 321D LCR or Equ	450.000	HOUR	65.00	29,250.00
123	Large Hydraulic Excavator (CAT 336E H Hybrid, 336	200.000	HOUR	75.00	15,000.00
126	Mini Skid Steer with attachments (Vermeer s800 or	300.000	HOUR	12.00	3,600.00
129	Tiller and Power Rack	20.000	HOUR	3.00	60.00
132	Rammax Compactor	45.000	HOUR	10.00	450.00
133	Tandem vibratory roller (CAT CB-24, Bomag BW100	80.000	HOUR	10.00	800.00
134	Power Broom	20.000	HOUR	3.00	60.00
136	Wacker Reversible Compactor or Equivalent	160.000	HOUR	5.00	800.00
137	Rotating Hammer	8.000	HOUR	3.00	24.00
139	Chain Saw	120.000	HOUR	3.00	360.00
140	Brush Chipper	90.000	HOUR	35.00	3,150.00
141	Cut Off Saw	54.000	HOUR	3.00	162.00
144	Walk behind concrete saw and blade, large	20.000	HOUR	15.00	300.00
145	Submersible pump with hoses	10.000	HOUR	10.00	100.00
146	Electric Generator	24.000	HOUR	3.00	72.00
148	Pipe Laser	8.000	DAIL	1.00	8.00
149	Trench Box and Sheets	8.000	DAIL	25.00	200.00
150	Material Box	8.000	DAIL	0.01	0.08
	Traffic Control				
200	Steel Road Plate	12.000	DAIL	5.00	60.00
201	Barricade, Type One	120.000	DAIL	1.00	120.00
203	Road Construction Ahead Sign	180.000	DAIL	1.00	180.00
205	Worker Ahead Sign	120.000	DAIL	1.00	120.00
	Traffic Barrels with Lights	180.000	DAIL	1.00	180.00
208	Traffic Cones	180.000	DAIL	0.01	1.80
209	Safety fence with posts	9,000.000	LF	0.01	90.00

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
	Arrow Board	15.000	DAIL	80.00	1,200.00
	Pipe and Materials				
300	Storm Sewer, RCP, Type 1, 12" Dia	450.000	LF	17.00	7,650.00
301	Storm Sewer, RCP, Type 1, 15" Dia	90.000	LF	19.75	1,777.50
302	Storm Sewer, RCP, Type 1, 18" Dia	45.000	LF	24.00	1,080.00
304	Storm Sewer, RCP, Type 1, 24" Dia	45.000	LF	33.50	1,507.50
306	Storm Sewer, RCP, Type 1, 36" Dia	24.000	LF	55.00	1,320.00
308	Storm Sewer, RCP, Type 1, 48" Dia	24.000	LF	98.50	2,364.00
309	Storm Sewer, RCP, Type 2, 12" Dia	450.000	LF	17.00	7,650.00
310	Storm Sewer, RCP, Type 2, 15" Dia	90.000	LF	19.75	1,777.50
311	Storm Sewer, RCP, Type 2, 18" Dia	45.000	LF	24.00	1,080.00
313	Storm Sewer, RCP, Type 2, 24" Dia	45.000	LF	33.50	1,507.50
315	Storm Sewer, RCP, Type 2, 36" Dia	24.000	LF	55.00	1,320.00
317	Storm Sewer, RCP, Type 2, 48" Dia	24.000	LF	98.50	2,364.00
318	Storm Sewer, Class B, Type 1, 12" Dia	450.000	LF	13.00	5,850.00
319	Storm Sewer, Class B, Type 1, 15" Dia	90.000	LF	17.00	1,530.00
320	Storm Sewer, Class B, Type 1, 18" Dia	45.000	LF	24.00	1,080.00
322	Storm Sewer, Class B, Type 1, 24" Dia	45.000	LF	40.00	1,800.00
324	Storm Sewer, Class B, Type 1, 36" Dia	24.000	LF	65.00	1,560.00
326	Storm Sewer, Class B, Type 1, 48" Dia	24.000	LF	115.00	2,760.00
327	Storm Sewer, Class B, Type 2, 12" Dia	450.000	LF	13.00	5,850.00
328	Storm Sewer, Class B, Type 2, 15" Dia	90.000	LF	17.00	1,530.00
329	Storm Sewer, Class B, Type 2, 18" Dia	45.000	LF	24.00	1,080.00
331	Storm Sewer, Class B, Type 2, 24" Dia	45.000	LF	40.00	1,800.00
333	Storm Sewer, Class B, Type 2, 36" Dia	24.000	LF	65.00	1,560.00
	Storm Sewer, Class B, Type 2, 48" Dia	24.000	LF	115.00	2,760.00
340	Pipe Underdrain (Special) 4" Dia, Solid	75.000	LF	1.00	75.00
341	Pipe Underdrain (Special) 6" Dia, Solid	25.000	LF	2.00	50.00
342	Pipe Underdrain (Special) 8" Dia, Solid	25.000	LF	3.75	93.75
343	Pipe Underdrain (Special) 10" Dia, Solid	25.000	LF	6.00	150.00
344	RCP Flared End Section, 12"	4.000	EACH	440.00	1,760.00
345	RCP Flared End Section, 15"	4.000	EACH	550.00	2,200.00
346	RCP Flared End Section, 18"	4.000	EACH	660.00	2,640.00
349	Fernco Connection, 4"	4.000	EACH	9.50	38.00
340	Fernco Connection, 6"	4.000	EACH	18.00	72.00
351	Fernco Connection, 8"	4.000	EACH	28.00	112.00
354	CIPP Lining, 12"	900.000	LF	50.00	45,000.00
355	CIPP Lining, 15"	720.000	LF	55.00	39,600.00
356	CIPP Lining, 18"	360.000	LF	57.00	20,520.00
357	CIPP Lining, 24"	180.000	LF	85.00	15,300.00
359	CIPP Lining, 36"	90.000	LF	120.00	10,800.00
361	CIPP Lining, 48"	90.000	LF	250.00	22,500.00
	Drainage Structures				
400	Inlet, Type A, 4' Max. Depth	4.000	EACH	270.00	1,080.00
401	Inlet, Type B with Flat Slab Top, 5' Max. Depth	4.000	EACH	500.00	2,000.00
402	Inlet, Type G1 with Frame & Grate, 5' Max. Depth	4.000	EACH	1,500.00	6,000.00
403	Inlet MH, 4' Dia, Type G1 with Flat Slab & F&G, 5'	4.000	EACH	850.00	3,400.00
404	Inlet MH, 5' Dia, Type G1 with Flat Slab & F&G, 5'	4.000	EACH	850.00	3,400.00
405	Manhole, 4' Dia with Flat Slab Top, 5' Max. Depth	4.000	ROLL	1,200.00	4,800.00
406	Manhole, 5' Dia with Flat Slab Top, 5' Max. Depth	4.000	EACH	1,900.00	7,600.00
	Additional Structure Depth, Ty B Inlet	5.000	VF	140.00	700.00
408	Additional Structure Depth, G1 Inlet	5.000	VF	215.00	1,075.00
409	Additional Structure Depth, 4' Dia MH	5.000	VF	175.00	875.00

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
	Additional Structure Depth, 5' Dia MH	5.000	VF	250.00	1,250.00
411	Type 1 Frame and Lid (Open or Closed)	9.000	EACH	360.00	3,240.00
412	Type 3 Frame & Grate	4.000	EACH	360.00	1,440.00
413	Type 8 Grate	3.000	EACH	235.00	705.00
414	Type 11 Frame & Grate	3.000	EACH	500.00	1,500.00
415	Type G1 Frame & Grate	7.000	EACH	550.00	3,850.00
416	Drainage Structure to be Adjusted	23.000	EACH	375.00	8,625.00
417	Drainage Structure to be Reconstructed	14.000	EACH	1,500.00	21,000.00
	Backfill Materials				
500	Borrow Excavation	1,440.000	CY	6.00	8,640.00
501	Flowable Backfill (CLSM)	320.000	CY	53.00	16,960.00
502	Trench Backfill, FA-1	80.000	TON	10.00	800.00
504	Trench Backfill, CA-6	270.000	TON	10.00	2,700.00
506	Porous Backfill, CA-7 or CA-11	100.000	TON	23.00	2,300.00
	Aggregate and Asphalt				
600	Aggregate Surface, CA-6 White Rock	50.000	TON	20.00	1,000.00
601	Asphalt Millings	108.000	TON	15.00	1,620.00
602	Bituminous Concrete Binder and Surface Course (Mat	167.000	TON	87.00	14,529.00
	Concrete and Reinforcing				
650	IDOT Class PP Concrete (High Early)	8.000	CY	120.00	960.00
651	IDOT Class PV Concrete (Hot Patch)	45.000	CY	145.00	6,525.00
652	IDOT Class SI Portland Cement Concrete (Standard)	18.000	CY	115.00	2,070.00
653	Concrete Fibers	8.000	CY	6.25	50.00
654	Quikrete Hydraulic Water-Stop Cement, Five Gallons	3.000	EACH	75.00	225.00
657	Sak Krete 80 lb bag	2.000	EACH	11.00	22.00
658	Mortar Mix, 80 lbs	2.000	EACH	11.00	22.00
661	1/2" Dia. X 18" Long Epoxy-Coated Dowel Bars	8.000	EACH	0.50	4.00
662	3/4" Dia. X 18" Long Epoxy-Coated Dowel Bars	8.000	EACH	6.00	48.00
668	Concrete Curb & Gutter	45.000	LF	50.00	2,250.00
	Rip Rap Gabions				
702	Rip Rap, RR 1	54.000	TON	16.00	864.00
703	Rip Rap, RR 2	30.000	TON	16.00	480.00
704	Rip Rap, RR 3	80.000	TON	26.00	2,080.00
705	Rip Rap, RR 4	200.000	TON	31.00	6,200.00
706	Rip Rap, RR5	1,440.000	TON	31.00	44,640.00
708	Geotechnical fabric for Rip Rap	1,080.000	SY	1.00	1,080.00
	Landscaping and Restoration				
800	Duradeck Mat or Equivalent ground protection mat (135.000	DAIL	1.00	135.00
801	Tree Removal (Over 15" Unit Diameter)	500.000	UNIT	0.01	5.00
802	Fence Removal & Reinstallation	500.000	FOOT	4.00	2,000.00
803	Silt Fence	200.000	LF	0.40	80.00
804	Inlet and Pipe Protection	40.000	EACH	0.40	16.00
808	Straw Mulch	3,600.000	SY	0.25	900.00
809	Top Soil	225.000	TON	18.00	4,050.00
810	Sodding with Sod Staples	900.000	SY	1.25	1,125.00
811	Seeding, Waterway Seed	135.000	LB	1.25	168.75
812	Seeding, Lawn Seed	315.000	LB	1.25	393.75
813	Seeding, Slope mixture	135.000	LB	1.25	168.75
814	Fertilizer	180.000	LB	1.00	180.00

5.01 Total Base Bid

\$1,196,405.08

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
5.02 Schedule of Prices					
106	Flat Bed Truck (Greater Than One Ton) with Driver	1.000	HOUR	110.00	110.00
108	CCTV Truck with Driver/Operator	1.000	HOUR	200.00	200.00
110	Small Wheel Loader (CAT 924K, 930K, 938K, 930H o	1.000	HOUR	65.00	65.00
111	Small Track Loader (CAT 939C Hystat or Equivalent)	1.000	HOUR	100.00	100.00
112	Compact Wheel Loader (CAT 906H2, 907H2, 908H2,	1.000	HOUR	100.00	100.00
113	Medium Track Loader (CAT 953D or Equivalent)	1.000	HOUR	150.00	150.00
114	Small Dozer (CAT D3K2, D4K2, D5K2 or Equivalent;	1.000	HOUR	150.00	150.00
115	Medium Dozer (CAT D6K, D6K2, D6T, D7E Series 2,	1.000	HOUR	200.00	200.00
116	Backhoe (CAT 416E, 420F/420F IT, 430F/430F IT, 45	1.000	HOUR	125.00	125.00
121	Medium Hydraulic Excavator (CAT 320E L, 320E LR	1.000	HOUR	100.00	100.00
122	Medium Hydraulic Excavator (CAT 328D LCR, 329E,	1.000	HOUR	125.00	125.00
124	Wheel Excavator (CAT M313D, M315D, M316D, M3	1.000	HOUR	100.00	100.00
125	Landscaping Tractor with Accessories (JD302 or Equ	1.000	HOUR	65.00	65.00
127	Breaker Attachment for use on an excavator	1.000	HOUR	100.00	100.00
128	Vibrating Compactor for use on an excavator	1.000	HOUR	100.00	100.00
130	Hammer- Compact Products (CAT H25D or Equivalent	1.000	HOUR	100.00	100.00
131	Hammers- Backhoe Loaders (CAT H75E S, H95E S H	1.000	HOUR	100.00	100.00
142	Wheel Saw	1.000	HOUR	280.00	280.00
143	Walk behind concrete saw and blade, small	1.000	HOUR	65.00	65.00
147	Manhole Ventilator with Hose	1.000	HOUR	25.00	25.00
202	Barricade, Type Three	1.000	DAIL	8.00	8.00
204	Road Closed Ahead and Local Traffic Only Sign	1.000	DAIL	5.00	5.00
206	Detour Sign	1.000	DAIL	5.00	5.00
303	Storm Sewer, RCP, Type 1, 21" Dia	1.000	LF	45.00	45.00
	Storm Sewer, RCP, Type 1, 30" Dia	1.000	LF	70.00	70.00
307	Storm Sewer, RCP, Type 1, 42" Dia	1.000	LF	92.00	92.00
312	Storm Sewer, RCP, Type 2, 21" Dia	1.000	LF	115.00	115.00
314	Storm Sewer, RCP, Type 2, 30" Dia	1.000	LF	65.00	65.00
316	Storm Sewer, RCP, Type 2, 42" Dia	1.000	LF	120.00	120.00
321	Storm Sewer, Class B, Type 1, 21" Dia	1.000	LF	115.00	115.00
323	Storm Sewer, Class B, Type 1, 30" Dia	1.000	LF	65.00	65.00
325	Storm Sewer, Class B, Type 1, 42" Dia	1.000	LF	110.00	110.00
330	Storm Sewer, Class B, Type 2, 21" Dia	1.000	LF	115.00	115.00
332	Storm Sewer, Class B, Type 2, 30" Dia	1.000	LF	65.00	65.00
334	Storm Sewer, Class B, Type 2, 42" Dia	1.000	LF	110.00	110.00
336	Pipe Underdrain, Type 3, 4" Dia, Perforated	1.000	LF	2.00	2.00
337	Pipe Underdrain, Type 2, 6" Dia, Perforated	1.000	LF	3.50	3.50
338	Pipe Underdrain, Type 2, 8" Dia, Perforated	1.000	LF	3.50	3.50
339	Pipe Underdrain, Type 2, 10" Dia, Perforated	1.000	LF	6.50	6.50
347	RCP Flared End Section, 24"	1.000	EACH	1,100.00	1,100.00
348	RCP Flared End Section, 36"	1.000	EACH	1,500.00	1,500.00
352	Fernco Connection, 10"	1.000	EACH	50.00	50.00
353	Fernco Connection, 12"	1.000	EACH	60.00	60.00
358	CIPP Lining, 30"	1.000	LF	150.00	150.00
360	CIPP Lining, 42"	1.000	LF	350.00	350.00
362	CIPP Lining, 60"	1.000	LF	1,200.00	1,200.00
503	Trench Backfill, FA-4	1.000	TON	10.00	10.00
505	Trench Backfill, CA-16	1.000	TON	15.00	15.00
603	Bituminous Concrete Binder and Surface Course, Ins	1.000	TON	275.00	275.00
	Premium Cold-Patch Material (Material Only) - IDOT	1.000	TON	185.00	185.00
605	Regular Cold Patch Material (Material Only) - IDOT	1.000	TON	185.00	185.00
655	Quadex Geocrete- 60 lb bag	1.000	EACH	100.00	100.00

01/20/2022
03899-21
*** Chris Dillon

8:35
03899-21 Annual Drainage Contract 2022

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
6	Quadex Quad-Plug- 50 lb pail	1.000	EACH	100.00	100.00
659	Epoxy-Based, Two-Part, Adhesive Anchoring System,	1.000	EACH	56.00	56.00
660	J-Bolts and 3/4" Anchors	1.000	EACH	25.00	25.00
663	Drilled Anchors, 3/4 inch diameter	1.000	EACH	25.00	25.00
664	Reinforcing bars, epoxy coated	1.000	LBS	25.00	25.00
665	Structural Concrete Walls	1.000	CY	250.00	250.00
666	Structural Concrete Slabs	1.000	CY	250.00	250.00
667	Fill Concrete for structures- 3,500 psi	1.000	CY	275.00	275.00
700	Gabions, PVC Coated, 3'x3'x6'	1.000	CY	150.00	150.00
701	Slope Mattress, PVC Coated, 12'x6'x9" thick	1.000	SY	250.00	250.00
707	Rip Rap, RR 6	1.000	TON	55.00	55.00
805	100% Biodegradable Erosion Control Blanket (Tensar	1.000	SY	1.50	1.50
806	100% Biodegradable Erosion Control Blanket (Tensar	1.000	SY	2.50	2.50
807	Turf Reinforcement Mat (Tensar Vmaxx SC250)	1.000	SY	7.75	7.75

Bid Total \Rightarrow

**Notes:
Items in italics are Non-Additive.

ARTICLE 8 – BID SUBMITTAL

BIDDER:

By:

[Signature]



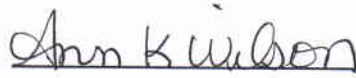
[Printed name]

Chris Dillon

(If Bidder is a corporation, LLC, partnership, or joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Ann K Wilson

Title:

SECRETARY

Submittal Date:

01/20/2022

Address for giving notices:

PO Box 3590 Peoria, IL 61612

Telephone Number:

309-689-1596

Fax Number:

309-689-1599

Contact Name and e-mail address:

Chris Dillon

chrisdillon@jcdilloninc.com

Bidder's License No.:

NA

(Where applicable)

City of Peoria
Capital Improvement Project
PROPOSAL DOCUMENTS

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): J.C. Dillon, Inc.
1515 W Luthy Drive
Peoria, IL 61615

SURETY (Name, and Address of Principal Place of Business): Hudson Insurance Company
100 William Street
New York, NY 10038

OWNER (Name and Address): City of Peoria
419 Fulton St
Peoria, IL 61602

BID

Bid Due Date: 01/20/2022

Description (Project Name— Include Location): 2022 Drainage Repair Annual Contract - City of Peoria

BOND

Bond Number: n/a

Date: 01/20/2022

Penal sum Five Percent of Bid **\$** 5% of Bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

J.C. Dillon, Inc. (Seal)
Bidder's Name and Corporate Seal

SURETY

Hudson Insurance Company (Seal)
Surety's Name and Corporate Seal

By:

[Signature]
Signature

[Print Name]
Print Name

[Title]
Title

By:

[Signature]
Signature (Attach Power of Attorney)

David A. Kotula
Print Name

Attorney-in-fact
Title

Attest:

[Signature]
Signature
Secretary
Title

Attest:

[Signature]
Signature
Witness
Title



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

David A. Kotula, Brian DiPaola
of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly attested, on this 16th day of January, 20 19 at New York, New York.



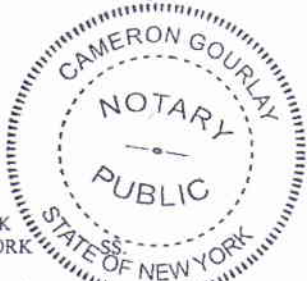
Attest Dina Daskalakis
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By Michael P. Cifone
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 16th day of January, 20 19 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



Cameron Gourlay
CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 20th day of January, 20 22

By Dina Daskalakis
Dina Daskalakis, Corporate Secretary

City of Peoria
Capital Improvement Project
PROPOSAL DOCUMENTS

BID BOND

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

City of Peoria
Capital Improvement Project
PROPOSAL DOCUMENTS

PROPOSED PRODUCT SUBSTITUTIONS

1. The Total Base Bid Amount includes only those products specified in the Bidding Documents. Following is a list of substitute products which Bidder proposes to furnish on this project, with the difference in price being added to or deducted from the Total Bid Amount.
2. Bidder understands that the acceptance of any proposed substitution is at the Owner's option. Approval or rejection of any substitutions listed below will be indicated after executing the Contract.

3. PRODUCT SUBSTITUTION LIST

<u>MANUFACTURER'S NAME AND PRODUCT</u>	<u>ADD</u>	<u>DEDUCT</u>
None		

4. Bidder's proposal shall be in accordance with the provisions of Section 01630 - Product Substitution Procedures.

5. EVALUATION

Contract award will be made in accordance with Instructions to Bidders. Only the successful Bidder's Proposed Product Substitution List will be evaluated.

6. SIGNATURE OF BIDDER

J.C. Dillon, Inc 

 Individual or Corporate Name

By J.C. Dillon, Inc -Chris Dillon

Address 1515 W Luthy Dr

Peoria, IL., 61615

END OF DOCUMENT



**CITY OF PEORIA
SUBCONTRACTOR UTILIZATION STATEMENT**

Section I (select all that apply)

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

Section II

PRIME CONTRACTOR

PROJECT

Name: J.C. Dillon, Inc

Name: Annual Drainage Contract-2022

Address: 1515 W Luthy Dr., Peoria, IL. 61615

Total Contract Value: Time and Materials

Phone: 309-689-1596

Contact Person: Chris Dillon

Email: chrisdillon@jcdilloninc.com

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
Kerry Brown Trucking	MBE	\$92.00	T&M	Tandem and Driver
		\$105.00	T&M	Semi Dump and Driver
Alexander Brothers	MBE	\$96.00	T&M	Tandem and Driver
	MBE	\$110.00	T&M	Semi Dump and Driver
Midwest Construction Services	WBE	as needed	T&M	Traffic Control
TOTALS				

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

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

Subcontractor Name	Scope of Work Bid	Denial Reason
None		

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

CONTINUES ON NEXT PAGE

Section V: Subcontractors Contacted (M/WBE Only)

Subcontractor Name	Method of Contact	Contact Outcome

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

Section VI

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

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

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



 Signature of Prime Contractor

01/20/2022

 Date

For Office Use Only
 Reviewed by: _____



CITY OF PEORIA
MBE/ WBE PARTICIPATION WAIVER REQUEST

A. BIDDER/ PROPOSER HEREBY REQUESTS:

MBE WAIVER checkbox

WBE WAIVER checkbox

B. REASON FOR WAIVER REQUEST

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

- (1) No MBEs/ WBEs responded to our invitation to bid.
(2) No subcontracting opportunities exist on this project. (Attach explanation)
(3) The award of subcontract(s) is unachievable. (Attach explanation)
(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Attach explanation)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/ WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/ or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Attach explanation)
(2) Followed up with initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Attach explanation)
(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Attach explanation)
(4) Used the services and assistance of the Equal Opportunity Office staff. (Attach explanation)
(5) Engaged MBEs & WBEs for indirect participation. (Attach explanation)

FOR OFFICE USE ONLY

APPROVED checkbox and DISAPPROVED checkbox

REVIEWED BY (1) _____ DATE _____

(2) _____ DATE _____

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

1. SUBMITTED BY:

Official Name of Firm: J.C. Dillon, Inc
Address: 1515 W Luthy Dr
Peoria, IL., 61615

2. SUBMITTED TO:

Owner: City of Peoria
Project Name: Storm Drainage Repair Annual Contract

TYPE OF WORK:

The project consists of inspecting, repairing, and replacing storm drainage infrastructure at locations as directed by the Owner's Representative. Work will include new storm sewer pipe, manholes, inlets, curb and gutter, slope stabilization, retaining walls, cured-in-place pipe lining, and erosion control practices. Site restoration shall include pavement replacement, topsoil placement, sodding, seeding, fertilizing, and mulching at locations as directed by the Owner's Representative. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the Owner's Representative.

3. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Chris Dillon
Title: Vice President
Phone: 309-689-1596
Email: chrisdillon@jcdilloninc.com

4. AFFILIATED COMPANIES:

Name: None
Address: _____

5. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

CORPORATION

State of Organization:

Illinois

Date of Organization:

1985

Executive Officers:

- President:

John D Dillon

- Vice President(s):

Chris Dillon

- Treasurer:

None

- Secretary:

Janet K Dillon

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

6. LICENSING

Jurisdiction: Illinois

Type of License: Plumbing

License Number: 055-004501

Jurisdiction: City of Peoria

Type of License: Sewer Contractor

License Number: NA

7. CERTIFICATIONS

Illinois Department of Transportation 10700

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: SBA

Other (_____): _____

8. BONDING INFORMATION

Bonding Company: Hudson Insurance Company

Address: 100 William St
New York, NY 10038

Bonding Agent: Kotula Group

Address: 20 N Wacker Dr
Chicago, IL., 60606

Contact Name: David Kotula

Phone: 312-459-0631

Aggregate Bonding Capacity: 10,000,000.00

Available Bonding Capacity as of date of this submittal: 9,000,000.00

9. CONSTRUCTION EXPERIENCE:

If not prequalified by the Illinois Department of Transportation, complete Schedule A and B.

Current Contract Work:

List on Schedule A, all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on Schedule B, all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, provide details as an Attachment including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, provide details as an Attachment including Project Owner's contact information.

Are there any judgments, claims, disputes, or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, provide details as an Attachment including Project Owner's contact information.

City of Peoria
Capital Improvement Project
Storm Drainage Repair Annual Contract 2022
PROPOSAL DOCUMENTS

BIDDER QUALIFICATION STATEMENT

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: J.C. Dillon, Inc

BY: Chris Dillon 

TITLE: Vice President

DATED: 01/18/2022

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 19 DAY OF JAN, 2022

NOTARY PUBLIC - STATE OF IL
MY COMMISSION EXPIRES: 2/19/25



REQUIRED ATTACHMENTS

1. Evidence of Certifications listed in Section 7
2. Schedule A (For Bidders not IDOT prequalified)
3. Schedule B (For Bidders not IDOT prequalified)
4. Additional items as pertinent

City of Peoria
 Capital Improvement Project
 Storm Drainage Repair Annual Contract 2022
PROPOSAL DOCUMENTS

BIDDER QUALIFICATION STATEMENT

SCHEDULE A – For Bidders Not Prequalified by IDOT

CURRENT EXPERIENCE

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

City of Peoria
 Capital Improvement Project
 Storm Drainage Repair Annual Contract 2022
PROPOSAL DOCUMENTS

BIDDER QUALIFICATION STATEMENT

SCHEDULE B – For Bidders Not Prequalified by IDOT

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Annual Storm Sewer Repair Contract 2019	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

City of Peoria
Capital Improvement Project
PROPOSAL DOCUMENTS

BIDDER'S CERTIFICATION

IN COMPLIANCE WITH ARTICLE 33E TO THE "CRIMINAL CODE OF 1961"

I, Chris Dillon, do hereby certify that:
Name

1. I am Vice President of the J.C. Dillon, Inc
Position Firm

and have authority to execute this certification on behalf of the firm;

2. This firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal Code of 1961".

Name of Firm J.C. Dillon, Inc

Signature Chris Dillon

Title Vice President

Date 01/18/2022

Corporate Seal (where appropriate)



On this 19 day of JAN 2022

before me appeared (Name) Ann K Wilson
to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did

state that he or she was properly authorized by (Name of Firm) JC DILLON INC

_____ to execute the affidavit and did so as his or her free act and deed.

Notary Public Ann K Wilson Commission Expires 2/19/25

Notary Seal



END OF DOCUMENT

(This Affidavit must be executed)

STATE OF Illinois)
) SS
 COUNTY OF Peoria)

Chris Dillon

being first duly sworn, deposes and says that he is Vice President
 (Sole Owner, a Partner, President, Secretary, etc.) of J.C. Dillon, Inc

_____ the party making the foregoing proposal or bid; that said Bidder has not received any citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings of any violation of state or federal laws which protect the health, safety, or welfare of workers, including but not limited to, Occupational Safety & Health Administration (OSHA), Family Medical Leave Act (FMLA), Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA), Age Discrimination in Employment Act (ADEA), National Labor Relations Act (NLRA), the Federal Civil Rights Act, The Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity with whom it is submitting the bid, including joint ventures and partners, and also including parent and subsidiary corporations or entities. If said Bidder has received any of the aforementioned violations, he shall include (as an attachment to this Affidavit) a complete, accurate, and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings of any violation of state or federal laws which protect the health, safety, or welfare of workers.

Any Bidder who willfully fails or refuses to include the information required in the preceding paragraph, or whose report is substantially incomplete, inaccurate, or untruthful, shall be disqualified and its bid rejected.

The OWNER may reject any bid and disqualify any bidder whose report, or subsequent inquiry into the matters contained in such report, reveals any of the following:

That there has been a finding, determination, or judgment by an agency of the state or federal government charged with the responsibility of enforcing laws and regulations which protect the health, safety, or welfare of workers, as enumerated above, or otherwise, that the bidder has violated such a statute or regulations, and that such violation was:

City of Peoria
Capital Improvement Project
PROPOSAL DOCUMENTS

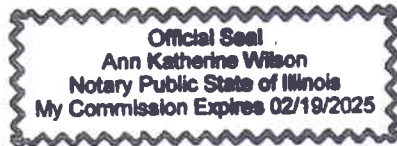
HEALTH SAFETY & WELFARE AFFIDAVIT

1. found to have been part of a pattern of similar violations, or one of three or more similar violations committed within the two years immediately preceding the submission of the bid, or
2. classified by an agency of the state or federal government as serious, or
3. one which threatened the health or safety of the workers employed by the bidder, or
4. one resulting in the payment of back wages and benefits of \$5,000 or more, or
5. one that resulted or could have resulted in the debarment of the bidder from contracting with the state or federal government, or any agency thereof.



Affiant

Subscribed and sworn to before me this 19 day of JAN, 2022


Notary Public

My Commission Expires: 2/19/25

END OF DOCUMENT

EEO CONTRACT COMPLIANCE CLAUSE

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

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

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

- (1) Cancel, terminate, or suspend the contract in whole or in part;
- (2) Declare the contractor ineligible for further contracts for one calendar year;
- (3) The Fair Employment and Housing Commission (hereinafter FEHC), in accordance with its rules and regulations, shall have the power to impose a penalty upon any Contractor failing to comply with Chapter 17 in an amount not less than \$50.00; nor more than as provided in Chapter 1, Section 1-5 of the municipal code, for each day that the Contractor fails to comply, upon a specific finding of such violation. The FEHC may order a Contractor found guilty of failure to comply with the provisions of Chapter 17 to pay all or a portion of the legal costs incurred by the city as a result of prosecution of such violations. Penalties assessed under the this clause may be recovered from the Contractor by setoff against unpaid portion of the contract price; and
- (4) Such other sanctions as may be imposed by the FEHC pursuant to the provisions of Chapter 17 and other applicable ordinance provisions of the municipal code.

During the performance of this contract, the Contractor agrees:

- (A) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age, or a physical and/or mental disability which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provisions of Peoria City Code, Chapter 17 and will require any subcontractor to submit to the City of Peoria a written commitment to comply with this division. The Contractor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral, and selection of job applicants, prospective job applicants, members, or prospective contractors.

The Contractor agrees that the provisions of Chapter 17, of the Municipal Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim

- (B) That it will examine each one of its workforce job classifications to determine if minorities and/or females are underutilized; and it will take appropriate affirmative action steps to rectify such identified underutilization.
- (C) That if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability of minority and females in the area(s) from which it may reasonably recruit; and every good faith effort will be made in its selection process to minimize or eliminate identified areas of minority and/or female underutilization for each job classification for which there are employment opportunities.
- (D) That during the performance of this contract, the Contractor will maintain its eligibility status to conduct business with the City of Peoria under the provisions of the EEO certification registration program.
- (E) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, sex, religion, national origin, age, or physical and/or mental disability.
- (F) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under Chapter 17. If any such labor organization or representative fails or refuses

to cooperate with the Contractor in its efforts to comply with Chapter 17, the Contractor will promptly so notify the Equal Opportunity Office (hereinafter EOO) and/or the FEHC for the City of Peoria.

- (G) That it will submit reports as required and furnish all relevant information as may from time to time be requested the EOO and/or the FEHC.
- (H) That it will permit access to all relevant books, records, accounts and work sites by EOO staff members for purposes of investigation to ascertain compliance with Chapter 17.
- (I) That it will include verbatim or by reference the provisions of Section 17-120 of Chapter 17 so that such provisions will be binding in the same manner as with other provisions of this contract. The Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further, it will promptly notify the EOO and/or FEHC in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any subcontractor declared by the EOO and/or FEHC to be non-responsive and therefore, ineligible for contracts or subcontracts with the City of Peoria.
- (J) That during the performance of this contract, the Contractor agrees: that it will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment utilizing examples; (iv) the contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act (Public Act 87-1257). A copy of the policies shall be provided to the Illinois Department of Human Rights or the City of Peoria upon request.
- (K) That during the performance of this contract, the Contractor agrees that they do not and will not maintain or provide for their employees, any segregated facilities at any of their establishments, or permit employees to perform their services at any location under their control where segregated facilities are maintained.

As used in this document, the term segregated facilities means any waiting rooms,

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

(Revised 01/04)

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



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

I. Description of Program

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

II. Pre-Bid Efforts when Awarding Subcontracts

- A. Bidders are required to contact and solicit, in writing, bids from M/WBEs for available subcontracting. In seeking solicitations, bidders are to identify the portion(s) of work to be subcontracted and offer to break down any portion(s) of work into economically feasible units in order to facilitate M/WBE participation. Bidders also are to provide the name of a specific contact person in their notice to the M/WBEs. Contact shall be made prior to bid opening. The name of each company contacted, the date and method must be submitted with bid documents. The low bidder shall provide to the City of Peoria, upon request, copies of faxes, letters, and e-mails sent to M/WBEs.
- B. Bidders who are a MBE or WBE are not exempt from soliciting bids for available subcontracting. The bidder is required to contact, in writing, firms that will help the bidder meet the participation goal for the targeted group opposite to which the bidder belongs. If the bidder is identified as both a MBE and WBE, the participation goals shall be deemed to have been met.
- C. In seeking solicitations, bidders are to identify the portion(s) of work to be subcontracted and offer to break down any portion(s) of work into economically feasible units in order to facilitate M/WBE participation. Bidders also are to provide the name of a specific contact person in their notice to the M/WBEs. Contact shall be made prior to bid opening. A list containing the name of each company contacted, the date and method must be submitted with bid documents. The low bidder shall provide to the City of Peoria, upon request, copies of faxes, letters, and e-mails sent to M/WBEs.

III. Good-Faith Efforts Documentation when Utilizing Subcontractors

- A. All Bidders must provide proof of its compliance with the pre-bid requirements and good-faith efforts to the City. Both the pre-bid documentation and the support documentation requested below must be submitted with bid documents.
 - 1. All Bidders must submit a properly completed "**Subcontractor Utilization Statement.**" All Bidders must provide the scope of work to be performed, the

- dollar amount to be paid, and the percentage amount of the contract for each company listed.
- 2. All Bidders must submit a list of qualified M/WBE's who submitted proposals but will not be utilized. This list must include a justification for not accepting the proposed bid.
- B. Disputes arising from the enforcement of these requirements will be resolved by the Equal Opportunity Office.

IV. Waiver Requirements When Self-Performing All Work

- A. All bidders will make every effort to make subcontract opportunities available to M/WBEs. However, if such an opportunity cannot be made available, the Bidder must seek a waiver by submitting "**M/WBE Participation Waiver Request.**" The waiver request must be submitted to the City of Peoria with bid documents.
- B. For the M/WBE waiver request to receive consideration, the following supportive documentation that applies must accompany the form:
 - 1. A narrative describing the Bidder's good faith efforts to secure M/WBE participation prior to bid opening.
 - 2. A notarized affidavit attesting the Bidder did not receive inquiries or proposals from qualified M/WBEs in response to the required notification prior to bid opening.
- C. A written explanation for why the Bidder believes no subcontracting opportunities exist. If the City of Peoria determines that the explanation is insufficient it reserves the right to halt the bid award process to request additional information from the Bidder. The Bidder will receive the request for information in writing.
- D. A written explanation for why the Bidder believes it is impracticable to award any subcontract(s) on the project in question. If the Equal Opportunity Office determines that the explanation is insufficient it reserves the right to halt the bid award process to request additional information from the Bidder. The Bidder will receive the request for information in writing.

V. Change In Use of Subcontractors or Self-Performance Status

- A. Before the General Contractor can deviate from utilizing any of the subcontractors listed on the Subcontractor Utilization Statement or its declared intent to self-perform, it must submit a completed **Notification of Change in Participation** form to the City of Peoria. Upon notification construction on the project may be delayed or halted until a review is conducted by the Equal Opportunity Office.
- B. Regarding a self-performance change, if a subcontracting opportunity has been made available, the General Contractor must identify all good faith efforts made to meet the M/WBE participation goals, unless the change was due to an emergency.

VI. Procedures for Counting M/WBE Participation toward Goals (based upon Department of Transportation regulations)

- A. When an M/WBE participates in a contract, count only the value of the work actually performed by the M/WBE toward M/WBE participation goals.
 - 1. Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (i)(2) of this section) that is performed by the

- M/WBE's own forces. Include the cost of supplies and materials obtained by the M/WBE for the work of the contract including supplies purchased or equipment leased by the M/WBE (except supplies and equipment the M/WBE subcontractor purchases or leases from the prime contractor or its affiliate).
2. Count the entire amount of fees or commissions performed by an M/WBE firm towards M/WBE goals if that firm provides the Apparent Low Bidder a bona fide professional, technical, consultant, or managerial service or provides bonds or insurance specifically required in a City of Peoria contract.
 3. If an M/WBE subcontracts a portion of its work to an M/WBE, 100% of the value of the subcontracted work may be counted toward the M/WBE goal, but any portion of the work the M/WBE subcontracts to a non-M/WBE does not count toward the M/WBE goal.
- B. When an M/WBE participates in a joint venture on a City contract, only count the dollar value of the portion of the work that the M/WBE performs with its own forces toward M/WBE goals.
- C. Count expenditures to an M/WBE contractor toward M/WBE goals if, and only if, the M/WBE is performing a commercially useful function on that contract.
1. An M/WBE performs a commercially useful function when it is responsible for performing, managing, and supervising its contracted work; moreover, with respect to materials and supplies used on the contract, it must also be responsible for negotiating its price, and purchasing and managing those supplies.
 2. An M/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of M/WBE participation. It should be noted that an effort contrived to give the appearance of M/WBE participation is not considered a good faith effort and is considered an ethical violation that is subject to sanctions outlined in section V.
 3. If an M/WBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, you must presume that it is not performing a commercially useful function and the dollar amount of that work will not count toward the M/WBE goals.
 4. When an M/WBE is presumed the City of Peoria not to be performing a commercially useful function as provided in paragraph (iii)(3) of this section, the M/WBE may present evidence to rebut this presumption. Your rebuttal is subject to review by the City of Peoria.
 5. Use the following factors in determining if an M/WBE trucking company is performing a commercially useful function:
 - i. The M/WBE trucking company must manage and supervise the trucking work it is being paid to perform. A contrived arrangement for the purpose of giving the appearance of meeting M/WBE goals is not considered a good faith effort.
 - ii. The M/WBE trucking company must own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - iii. The M/WBE trucking company receives credit for the total dollar value of the transportation services it provides on the contract using trucks it owns,

- insures, and operates.
- iv. The M/WBE trucking company may lease trucks from another M/WBE trucking firm, including an owner-operator who is certified as an M/WBE. The M/WBE who leases trucks from another M/WBE receives total credit for the dollar value of the transportation services the M/WBE trucking lessee provides on the contract.
 - v. The M/WBE trucking company may also lease trucks from a non-M/WBE trucking firm, including an owner-operator. The M/WBE who leases trucks from a non-M/WBE is only entitled to credit for the fee or commission it receives as a result of the lease arrangement. The M/WBE does not receive credit for the total dollar value of the transportation services provided by the lessee since these services are not provided by an M/WBE.
 - vi. A lease agreement with an M/WBE trucking firm must indicate that the M/WBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the M/WBE, so long as the lease gives the M/WBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the M/WBE.
6. Count expenditures with M/WBEs for materials and supplies toward M/WBE goals in the following manner:
- i. If the materials or supplies are obtained from an M/WBE manufacturer, count 100% of the cost of the materials or supplies toward M/WBE goals.
Note: For purposes of this paragraph (v)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - ii. If the materials or supplies are purchased from an M/WBE regular dealer, count 60% of the cost of the materials or supplies toward M/WBE goals.
Note: For purposes of this section, a regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are brought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - (1) *To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.*
 - (2) *A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (v)(2), if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.*
 - (3) *Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the*

meaning of the paragraph (v)(2).

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

VII. Record Keeping and Reporting

- A. The General Contractor and subcontractors agree to maintain records demonstrative of its good faith efforts to comply with the participation goals attached to the project. This would include, but not limited to, names of M/WBEs and non-minority firms awarded subcontracts, including dollar amount of the contract, payments to subcontractors, and weekly certified payroll reports. These records shall be made available to the City of Peoria.
- B. All information will be provided through ePrismSoft, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Peoria. To activate access, the General Contractor and subcontractors must contact Human Capital Development at webnfo@eprismsoft.com or 309/692-6400.

VIII. Sanctions

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

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HUMAN RIGHTS ACT

The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act, including Public Act 87-1257 (effective July 1, 1993) which requires that every bidder shall have a written sexual harassment policy that includes, at a minimum, the following information:

- a. The illegality of sexual harassment;
- b. The definition of sexual harassment under State law;
- c. A description of sexual harassment, utilizing examples;
- d. The bidder's internal complaint process including penalties;
- e. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
- f. Directions on how to contact the Department and the Commission;
- g. Protection against retaliation as provided in the Act.

Bidders are hereby placed on notice, a copy of its policy shall be provided to the Department upon request.

SAXI-93
effective 7-1-93
per Legal Dept

REFERENCE TO IDOT STANDARD SPECIFICATIONS

The Illinois Department of Transportation - Standard Specifications for Road and Bridge Construction, Latest Edition and the Supplementary Specifications and Recurring Special Provisions, Latest Edition, henceforth be referred to as **IDOT Standard Specifications**, shall govern the construction of the work under this contract and shall be considered a part of the drawings, specifications and contract documents for this improvement. The General Conditions, Special Conditions, Special Provisions, and drawings shall govern the work in the event of a conflict with the Standard Specifications. The project shall comply with all other requirements of the IDOT Standard Specifications in reference to materials and performance.

CITY ENGINEER, RESIDENT ENGINEER, AND DESIGN ENGINEER

As defined in Article 101.16 of the Standard Specifications, the City Engineer of the City of Peoria is the Engineer referenced in the contract documents. The Resident Engineer/Resident Technician shall be identified by the Engineer at the initial project meeting and designated as the Owner's/Engineer's Representative. The City of Peoria may also retain a consulting engineer to provide services on behalf of the Engineer prior to or during construction of the improvements. For some improvement locations, the City of Peoria may retain consulting engineers to evaluate the existing conditions and design the proposed improvements. Under these circumstances, plan drawings and specifications prepared under the direction of the Professional Engineer whose seal is on the documents is the Design Engineer. Questions about the designer's intent shall be directed to the Engineer's Representative. The Engineer's Representative and/or City Engineer will consult the Design Engineer as necessary regarding the designer's intent and potential modifications to these plans that alter the designer's intent.

PROPERTY OWNER CONSIDERATIONS

At the direction of the Engineer, the Contractor will be required to participate in periodic meetings with property owners as the work proceeds. The Contractor and property owners shall not discuss material changes to the Project without the consent and approval of the Engineer.

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

The Contractor shall use reasonable care to avoid disturbing portions of private property not necessary to the construction operations. If, in the judgment of the Engineer, areas are disturbed unnecessarily, the Contractor shall restore these areas at his own expense.

LIQUIDATED DAMAGES

It is understood and agreed that TIME is of the essence on this Contract, and that a failure on the part of the Contractor to complete the work under this Contract within the time specified will result in loss and damage to the City; and that on account of the peculiar nature of such loss or damage, it is difficult, if not impossible, to accurately ascertain and definitely determine the amount thereof. It is, therefore, covenanted and agreed that in case the Contractor shall fail or neglect to complete the work herein specified on or before the date herein fixed for completion, together with any extensions of time which may be granted, the said Contractor shall and will pay to the City for each and every calendar day the Contractor shall be in default in the time of completion of this contract the sum set below:

ORIGINAL CONTRACT AMOUNT (\$)		
From More Than	To and Including	Amount of Liquidated Damages per Calendar Day
\$0	\$100,000	\$475
\$100,00	\$500,000	\$750
\$500,000	\$1,000,000	\$1,025
\$1,000,000	\$3,000,000	\$1,275
\$3,000,000	\$6,000,000	\$1,425
\$6,000,000	\$12,000,000	\$2,300
\$12,000,000	And over	\$6,775

In fixing the damages as set forth herein, the desire is to establish a certain mode of calculation for the work since the City's actual loss, in the event of delay, cannot be predetermined, it would be difficult to ascertain, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the City's actual loss and fairly considers the loss of use of the facilities if the project is delayed in completion.

The sum specified is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages which the City will suffer by reason of such defaults, and not by way of a penalty.

RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify and save harmless the CITY OF PEORIA, its officers and employees; the Engineer's Representative, its officers and employees, against all loss, damage or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of injury to or death of any person or persons, including all persons performing any work under this contract, which may arise in any way (except for a negligent act of the City of Peoria, its officers or employees or the Engineer's Representative, its officers or employees) in connection with the work to be performed under this contract, including but not limited to, suits, actions or claims arising under "An Act providing for the protection and safety of persons in and about the construction, repairing, alteration or removal of building, bridges, viaducts, and other structures, and to provide for the enforcement thereof," approved June 3, 1907, (740 ILCS 150/1), as amended: the Contractor shall also indemnify and save harmless the CITY OF PEORIA, its officers and employees; and the Engineer's Representative, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property, on account of, or in consequence of, 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.

CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this project until obtaining all insurance required under this paragraph and such insurance has been approved by the City of Peoria, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been 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 insureds or additional insured thereunder.

Worker's Compensation Insurance

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

Public Liability and Property Damage Insurance

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

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

Owner's Protective Liability and Property Damage Insurance

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

Automobile Insurance

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

Umbrella Coverage

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

Additional Insured Endorsement

All Liability insurance policies shall name the City of Peoria its officers, directors, employees, agents, Representatives, subsidiaries, successors and assigns; and the Engineer's Representative its officers, directors, employees, agents, Representatives, subsidiaries, successors, and assigns, as additional insured, shall be primary to any other insurance carried by the City of Peoria or the Engineer's Representative, and shall provide coverage consistent with ISO CG 20 26, and shall maintain the required coverages, naming the City of Peoria and the Engineer'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 before the project begins. If coverage is cancelled or the carrier's rating falls below A.M. Best "A" rated, the City of Peoria shall be notified in writing.

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

The Contractor must provide copies of the policies and endorsements. Failure to provide the required certificates of insurance shall not operate to invalidate the insurance requirements under this Contract.

GUARANTEE PERIOD

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

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT

This project shall be completed in compliance with the "National Pollutant Discharge Elimination System Permit" (NPDES) requirements. The project is covered by the implementing agency's MS4 permit number ILR40 0424. Specifically, the Contractor will be required to comply with Part IV, Section B4. As a minimum, the Contractor shall:

1. Control runoff volume and velocity to minimize erosion
2. Minimize the amount of soil exposed during construction
3. Minimize soil erosion and install best management practices to protect the existing stream
4. Prevent non-stormwater discharges such as concrete washout and other construction materials from leaving the site

SUBSTANCE ABUSE PREVENTION PROGRAM

Before the contractor and any Subcontractor commences work, the Contractor and 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 this Act.

EXAMINATION OF EXISTING CONDITIONS AT PROJECT SITE

It is the responsibility of each bidder to satisfy himself as to the conditions which will be encountered during the performance of the work. Examination of the job site is highly recommended before submittal of bids. Failure to do so will not be considered as grounds

for additional compensation due to the unforeseen adverse conditions which may be encountered during the performance of the work.

PAYMENT FOR ITEMS NOT LISTED

Should there be construction shown on the plans or described in the specifications for which no method of payment is outlined in the Plans or Special Provisions, that work shall be considered incidental to the project and the cost of the work included in related unit price items.

PAYMENT FOR CHANGE ORDER WORK

When changes from the plans and specifications are made and the issuance of change orders are involved, the Contractor shall submit a written proposal to the Engineer listing material cost, labor and equipment cost, and overhead and profit. In addition, the written proposal shall include any additional time necessary to complete the change order work. Where subcontractors are involved in change order work, the overhead and profits for the subcontractor shall not exceed 15% and the overhead and profit added to the subcontractor's proposal by the Contractor shall not exceed 5%.

ALTERNATE MATERIALS

In any case, where a specific material is mentioned in the specifications or on the plans, it is understood and construed as meaning to indicate only the type of material desired and is not intended in any way to bar the use of any material of equal quality.

In order that all bids may be evaluated on the same basis, however, contractors shall use material mentioned in the specifications or on the plans in arriving at their basic bid on each item, but may submit prices on alternate materials if they so desire. Evaluation of bids will be on the basis of the materials specified. The approval of any material other than that specified shall be obtained in writing from the engineers before the contract is awarded; otherwise, it shall be assumed that the contractor will furnish the material specified.

Should the Contractor desire to use material other than that specified, he shall indicate in the place provided in the proposal the alternate material he proposes to use and the amount to be added to or deducted from the base bid if that item of material is used. All information required on the proposal shall be furnished. Full particulars on alternate material shall be submitted with the bids.

The plans are intended to show structures needed for the material named in the specifications. Where the Contractor desires to use material other than that named, he shall be responsible for the preparation of drawings needed for proper installation of that

material. Changes from the structure shown to facilitate use of that material shall not be a basis for additional payment.

TEMPORARY UTILITIES

Should the Contractor wish to use utilities (including electric and water) on a temporary basis to carry out the work specified herein, the Contractor shall make all arrangements necessary and shall pay all costs associated with connection to the utility. The Contractor shall also arrange to meter and to pay for all water usage and electric service.

RECORD DRAWINGS

The Contractor shall, during the progress of the job, record any and all changes or deviations from the original drawings, and, at the completion of the project, shall deliver to the Engineer a marked-up set of "record" drawings.

SHOP DRAWINGS AND MATERIAL CERTIFICATIONS

Prior to fabrication of equipment/materials, the Contractor shall submit shop drawings of the equipment, piping, precast structures, and other items to the Engineer for review. Shop drawings shall consist of complete descriptive literature on the equipment including all pertinent dimensions, material specifications, operational and maintenance data and performance curves and data. Prior to submitting shop drawings to the Engineer, the Contractor shall first review the shop drawings, make corrections or revisions which are appropriate and then stamp the shop drawings with the Contractor's name and signature as proof of review.

Material certifications and mixture designs shall be provided for materials incorporated into the project. Material certifications shall contain the origin, source, classification or gradation, standards by which the classification or gradation was derived, the approving agency and contact information, the date of the most recent approval, as well as all other information required by the Engineer to evaluate the material for compliance with the requirements of these Contract Documents.

The cost of preparing and providing shop drawings and material certifications shall be considered incidental to the cost of equipment or item involved.

EXISTING UTILITIES

The City of Peoria and consulting engineers retained by the city assume no responsibility for the presence, specific size, or location of underground distribution systems of the several public and private utility corporations. No responsibility for the protection of said underground systems will be assumed by the City of Peoria. If such protection is found to be necessary to water mains, gas mains, steam mains, underground electrical distribution systems, underground telecommunication systems or any other underground systems of

non-municipal ownership, the cost of same, in whole or in part, is disclaimed by the City of Peoria.

UTILITY PROTECTION AND RELOCATION

Prior to the start of construction, the Contractor shall arrange to have all underground utilities including storm sewer, water, gas, electric, sanitary, telephone, cable TV and fiber optic cables located and suitably marked. Should a utility be in conflict with the proposed construction, the City shall be notified at once. If utilities will interfere with the construction work that is required, the Engineer shall arrange to have the utility to be relocated. The Contractor shall be paid for the quantities of work performed in accordance with these specifications and no additional payment shall be made for delays or coordination due to utility conflicts. Should a utility not in direct conflict with the construction be encountered, the Contractor shall protect it at no additional expense to the City and without claim by the Contractor for delays due to service lines encountered.

SITE PROTECTION AND CLEAN UP

Any areas or items that the contractor disturbs shall be restored to a condition equal to or better than that prior to the start of construction.

The Contractor shall protect all underground, ground level and overhead utilities from damage during the progress of the work. The Contractor shall remove all debris, broken or damaged equipment and unused material or equipment upon completion of the work, and shall leave the premises in a neat and presentable condition equal to that prior to the start of the construction.

The cost of clean-up operations shall be spread evenly throughout the bid items on the proposal. Clean up shall consist of removing all debris from the job site, to include removal of all excess dirt, concrete, pipe pieces, lumber scraps, paper cups, etc., left by the Contractor's forces. Clean up shall be performed as the work progresses, and a final clean up shall be done after all operations, including jetting and resurfacing, are completed. Debris shall not be discarded in excavations.

SAFETY REQUIREMENTS AND PROTECTION OF PROPERTY

Contractor's Responsibility for Safety

The Contractor shall do all work necessary for safety and be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during the contract period. This requirement shall apply continuously and not be limited to normal working hours.

Federal, State and Local Safety Requirements

Safety provisions shall conform to the Federal and State Departments of Labor Occupational Safety and Health Act (OSHA) and amendments thereto, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified elsewhere in these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations or relieve him of the penalties set forth therein.

Safe Access to the Work

The Contractor shall at all times provide proper facilities for safe access to the work by the City, the Engineer and his authorized representatives and by all authorized government officials.

The Contractor shall maintain at the jobsite safety equipment applicable to the work as prescribed by the governing safety authorities and all articles necessary for giving first aid to the injured and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on the jobsite.

The performance of all work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring, lagging, and machinery guards, shall be in accordance with the requirements of applicable governing safety authorities.

Safety and Access to Property

The Contractor shall conduct the work so as to assure the least possible obstruction to traffic both within and outside of the work site. The convenience of the general public and residents adjacent to the project, and the protection of the persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.

All excavations shall be covered whenever Contractor's personnel are not present. As a minimum requirement, the cover over the excavation shall consist of 1/2-inch thick plywood that is blocked and braced to prevent entry by humans or animals. In addition, orange, plastic safety fence shall be placed around the perimeter of any excavation whenever Contractor's personnel are not present. All equipment, stored pipe, and other materials shall be carefully secured when not in use to prevent injury to persons and animals.

PROPERTY AND RIGHT-OF-WAY MARKERS

All survey monuments which are disturbed by the Contractor's operations during construction shall be relocated and replaced with a similar monument by a Land Surveyor

registered in the State of Illinois. Survey monuments shall include iron pins, iron pipes, concrete posts, stones, etc. which designate property corners, right-of-way lines, section corners or other land survey reference points. Survey monuments shall be located and tied to nearby landmarks by a Land Surveyor prior to excavation, if information is available in advance of construction that survey monuments will be disturbed. The Contractor shall bear the cost of an Illinois Registered Land Surveyor replacing survey monuments which are disturbed, and the cost shall be incidental to the contract.

MATERIAL STORAGE AND STAGING AREA

During the period of time between Notice to Proceed and Final Completion, the Contractor will be required to store material necessary for completion of the project. The manner and location of stored materials shall be approved by the Property Owner and Engineer. The Contractor will be responsible for the stored material and any damage, which may result in this time period.

All costs associated with this item shall be included in the total contract price bid.

DISPOSAL OF MATERIALS

Disposal of excess materials, including excavated material, shall be the Contractor's responsibility. Special Conditions and Special Provisions shall specify any project specific requirements relative to material disposal.

STATE SALES TAX EXEMPTION

All materials incorporated in this project are exempt from the State of Illinois Sales tax.

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 monthly 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>

SPECIAL CONDITIONS

WORK ORDERS

After the Contract has been signed by both parties, work will be performed as authorized by work order. See the attached example work order form in Appendix A. The Owner's Representative will select the project locations, discuss the project with the Contractor, schedule an onsite meeting with the Contractor if needed, and initiate the work order. Multiple work orders will likely be active at the same time. Time is of the essence to the contract and each individual work order.

The Contractor must submit the completed work order including a work order specific construction schedule to the Owner's Representative within one (1) week of receiving the initiated work order. If multiple work orders are initiated at the same time, the Owner's Representative and Contractor shall agree to a submittal schedule. The construction start and end dates must create a reasonable construction schedule, it is anticipated that most projects will be completed within 30 calendar days from the work order approval date.

The Owner's Representative will review the work order and be authorized to sign the work order. The signed work order will act as the notice to proceed for each work order. The Owner's Representative may suspend or cancel a work order with written notice to the Contractor.

CONTRACT TERM

All Work Orders issued in calendar year 2022 shall be completed and ready for final payment by February 14, 2023.

Upon satisfactory completion of the 2022 Storm Drainage Annual Repair Contract, the City may choose to extend the contract for one year for up to two additional years. The bid unit prices shall remain in effect for each contract extension. Any equipment or material costs that have changed 25% or more from the time of the original bid will be evaluated by the Owner's Representative on a case-by-case basis. Labor rates will be adjusted based on proof that the prevailing rates have increased. The Contractor must submit proof of the increased costs to renegotiate the unit prices.

WORK ORDER SCHEDULE

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

There may be situations when the Owner's Representative or the City may request that the contractor immediately address an emergency repair or safety issue. There may be

SPECIAL CONDITIONS

situations where multiple high priority projects need to be completed at the same time. Additional resources may be requested to address these situations.

The Contractor must start construction no later than one (1) week after the start date listed on the work order unless otherwise directed by the Owner's Representative. Construction must be completed within two (2) weeks of the calendar date specified by the Contractor on the work order. Work Orders not completed within two (2) weeks of the completion date are subject to daily Liquidated Damages specified in the General Conditions based on the Work Order value. Written request for time extensions for the construction start date or construction completion date must be submitted by the Contractor to the Owner's Representative three (3) working days prior to the deadline. The requests must include a new schedule.

PROGRESS MEETINGS

The Contractor must update the Owner's Representative each week on the progress of all active work orders. A progress meeting may be requested by the Contractor, City, or Owner's Representative if any party has concerns about work order requirements or progress. The Contractor shall attend progress meetings and provide a current schedule and budget of all active work orders. Failure to regularly communicate with Owner's Representative is considered a breach of this contract.

NOTICE 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 Owner's Representative at least twenty-four (24) hours in advance of either discontinuing or resuming operations.

If an Owner's Representative is not on the job and notification as required has been given, the Contractor in charge of the work shall immediately notify Public Works Engineering Division, that work has been resumed and request that the Owner's Representative in charge of the work be notified.

Work performed without proper notification to the Owner's Representative as indicated herein may be rejected by the Owner's Representative 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.

SPECIAL CONDITIONS

PAYMENT APPLICATIONS

To accurately track the program budget, the Contractor shall submit monthly payment applications for each work order. Work order pay requests may not be combined. Payment applications must be submitted to the Owner's Representative by the 15th of the month for work completed in the prior month.

NON-BID WORK ITEMS

If it is necessary to perform work not covered in the Bid Form Schedule of Prices, the Contractor shall submit documentation to the Owner's Representative to justify the unit price. The Contractor and Owner's Representative shall set the agreed upon unit price and use that unit price for the remainder of the contract and contract extensions.

COOPERATION WITH UTILITY OWNERS

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.

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. Additional effort by the contractor may be necessary to resolve questions and protect existing utilities.

PROPERTY OWNER NOTIFICATION

The Contractor is responsible to notify the Owner's Representative and all property owners affected by the proposed work of the work schedule and to coordinate access. The contractor shall submit the property owner notification letter to the City at the beginning of the year kick off meeting for review and approval. The City may request to review the notification letters on a work order basis as well.

PRESS RELEASE

The City will issue press releases on projects that include road closures or as deemed by the City. The Contractor will provide detailed information on the project and schedule to the City 48 hours in advance of starting the project so that the press release can be written and issued.

SPECIAL CONDITIONS

SAFETY, TRAFFIC CONTROL, & ACCESS

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.

Safety fences shall be installed and maintained around open excavations, sink holes and other safety hazards. The Contractor shall maintain a means for pedestrian traffic to detour around the work zone.

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.

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

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

The Contractor will be responsible with scheduling garbage pickup in the neighborhood along with notifying in writing no less than 3 calendar days before removing any part of existing alleys or driveways.

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

COSTS INCLUDED IN THE CONTRACT

The Contractor shall assume all costs associated with the cancellation of work by the Contractor. If the Contractor stops work, the Contractor shall not claim compensation for minimum charges associated with labor, rentals, etc. Conditions that might result in the stoppage of work include inclement weather.

SPECIAL CONDITIONS

Costs incurred by the Contractor and associated with the acquisition of permits not provided as part of these Specifications shall be included in the contract amount.

Costs incurred by the Contractor for small tools, consumables, and safety items not provided as part of these Specifications shall not be paid for separately but included in the contract unit price amounts. Examples of these items include shovels, drills, saws, drill bits, saw blades, gloves, safety vests, hard hats, etc.

Costs incurred by the Contractor and associated with the compliance with laws pertaining to the location of subsurface utilities and structures (including the JULIE system) shall not be paid for separately but included in the contract unit price amounts.

Costs incurred by the Contractor and associated with the repair of damage to either public or private property, caused by work performed by the Contractor in the completion of this project, shall be the exclusive responsibility of the Contractor and shall not be paid for separately but included in the contract unit price amounts.

Costs incurred by the Contractor and associated with the protection of trees and vegetation from damage by the Contractor's operations shall not be paid for separately but included in the contract unit price amounts.

Costs incurred by the Contractor and associated with the protection of aboveground and subsurface utilities including poles, piping, conduits, traffic loops and ducts as well as costs resulting from necessary coordination with utility owners shall not be paid for separately but included in the contract unit price amounts.

Cost incurred by the Contractor associated with the delivery of materials shall be included in the contract amount of the respective materials and equipment unless otherwise specified.

SUBCONTRACTING

All subcontracting services shall be performed in accordance with these Specifications.

CONSTRUCTION LAYOUT

It will be the responsibility of the Contractor to establish the proper line and grade staking for construction of the improvements.

EROSION CONTROL

The Contractor is completely responsible for erosion control efforts and materials within the project limits. The NPDES requirements specified in the Contract General Conditions shall be implemented by the Contractor for the duration of the Contract. All labor, equipment, and materials necessary to comply with MS4 permit number ILR40

SPECIAL CONDITIONS

0424 and project specifications shall be included in the unit prices of relevant items included in the Schedule of Prices.

MEASUREMENT METHODS

All sewers placed using excavation methods, placed by use of a boring method or cured-in-place pipe will be measured for payment along the centerline of the sewer from the inside edge of manhole to the inside edge of manhole. Other bid items measured in lineal feet shall be measured along the centerline of the proposed pipe or the projected centerline of said pipe; except for curb and gutter removal and replacement, curb construction, curb removal, curb and gutter removal and replacement, curb and gutter construction, curb and gutter removal, temporary curb construction and removal or as otherwise specified by the Owner's Representative shall be paid as specified by the Owner's Representative.

NEW MATERIALS

Unless allowed otherwise by the Owner's Representative, all materials provided shall be new as purchased from the material manufacturer or an agent or broker authorized as a seller of new, unused materials.

MATERIAL SUBSTITUTIONS

All material substitutions must be approved in advanced by the City. If a material substitution is for an equivalent product and the substitution is approved, the City will pay for the lower cost pay item.

CONSTRUCTION DEBRIS

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

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

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

SPECIAL CONDITIONS

REMOVAL OF MATERIALS

The cost to remove and dispose of existing materials will not be measured and paid for as a material item. The cost of labor and equipment to remove and dispose of materials shall be paid as described in the Special Provisions. The bid form and specifications identify pay items included in this contract. All removal items and excavated material remain the property of the City of Peoria unless the Owner's Representative directs the Contractor to dispose of the removed items and/or excavated material outside the limits of the improvement. Should the City desire to keep the removed items and/or excavated material and have it disposed of at a location outside the improvement limits, the Contractor shall haul to the City's designated disposal site, at no additional cost to the City, providing the disposal site is within the limits of the City of Peoria.

SALVAGING EXISTING MATERIALS

All municipally owned castings, pipes, and other items in usable condition within the limits of the improvement shall, if not required for further use in the construction of the improvement, be carefully excavated and preserved by the Contractor. Said items, if desired by the City, shall be delivered to a location (within the City limits) determined by the City.

All millings shall be kept clean and free from debris. Millings shall remain the property of the City. The Contractor shall deliver the millings to the City at the Darst St facility or as directed by the City.

DAMAGE TO EXISTING TREES

All necessary precautions shall be taken to prevent damage to existing trees. Roots of two-inch (2") diameter or more shall not be severed. Precautions shall be taken to prevent damage to the bark of existing trees by machinery or other means. Any damage shall be corrected as directed by the Owner's Representative at the expense of the Contractor.

SPECIAL PROVISIONS

PROJECT DESCRIPTION

The project work consists of inspecting, repairing, and replacing storm drainage infrastructure at locations as directed by the Owner's Representative. Work will include new storm sewer pipe, manholes, inlets, cured-in-place pipe lining, curb and gutter, slope stabilization, retaining walls, and erosion control practices. Site restoration shall include pavement replacement, topsoil placement, sodding, seeding, fertilizing, and mulching at locations as directed by the Owner's Representative. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the Owner's Representative.

TRAFFIC CONTROL AND PROTECTION

This work shall consist of furnishing labor, materials, and equipment necessary to control and direct traffic traveling within the project limits for the purposes of protecting persons and property within the work zone from damage and injury. Vehicular access to residences shall be maintained except for a limited time to construct culverts and driveways. The Contractor's efforts shall be guided by the standard detail drawings produced by the Illinois Department of Transportation and accepted standard practice. Section 701 of the Standard Specifications provides material and equipment requirements and operational practices to be employed by the Contractor. Section 701 is modified by this special provision to remove responsibility from the Engineer and City of Peoria for the administration, approval, and consent of the traffic control. Traffic control protection measures shall also be placed along intersecting streets to notify drivers of the construction activity ahead. The Contractor shall sweep and remove soil or debris tracked onto the street during and at the end of each workday. Labor, materials, and equipment required to implement traffic control measures will be paid for at the Contract Schedule of Prices.

DESCRIPTION OF BID ITEMS

To assist the Contractor in determining the cost breakdown associated with the various bid items listed in the Schedule of Prices, the following descriptive breakdown is provided. This breakdown is intended as a guide for the Contractor's benefit and is not intended to a comprehensive description of the work, materials, and equipment.

LABOR AND ADMINISTRATION

For the unit price to be paid per hour, the Contractor shall provide the necessary personnel to perform each repair specified by the Owner's Representative. Hourly rates shall be provided for a laborer, operator, foreman, plumber, and cement mason. All rates shall comply with the Illinois Department of Labor Prevailing Wages for Peoria County and shall include overhead costs. Operators shall be capable of operating the equipment

SPECIAL PROVISIONS

specified in these Specifications. Plumbers shall be properly licensed with the State of Illinois at the time of each repair. Foremen shall be competent and experienced at directing storm drainage repairs of the type described in this Contract.

It is the Contractor's responsibility to adequately schedule resources to ensure a timely completion of the project. Unless otherwise approved in advance and in writing by the Owner's Representative or the Engineer, overtime will not be paid, except for overtime for the operator that is required by the Union contract.

Administrative costs incurred by the Contractor and associated with the administration of the project shall be included in the unit price bid item Work Order Administration. This shall include costs associated with the attendance of meetings, work required to develop work order cost proposals, schedules, pay applications, and any other administrative efforts required to perform the contracted services. The Work Order Administration pay item will be billed one time per work order on the final Payment Application for each work order. The number of work orders is anticipated to be in the range of 20 to 30 per year.

WASTE AND RECYCLED MATERIAL DISPOSAL

The Contractor shall provide a lump sum unit price for the additional charge levied for disposal of recycled construction materials. The Contractor shall also provide a unit price, per ton of waste disposed, not including tare weight, for the additional charge levied for disposal of waste at a landfill.

Costs associated with the necessary submission of documentation that verifies disposal costs incurred by the Contractor shall also be included in the unit prices to be paid for the additional charges levied for both disposal of waste at a landfill and disposal of recycled construction materials. Submission by the Contractor of documentation that demonstrates their incurring of claimed additional charges shall be mandatory.

EQUIPMENT

For the unit prices to be paid, the Contractor shall furnish each piece of equipment necessary to perform each repair specified by the approved Work Order.

The equipment to be used shall meet the approval of the Owner's Representative and shall conform to the Specifications. The Contractor shall provide equipment in good working order, capable of performing to manufacturer's specifications, and shall maintain the equipment during the repair.

Hourly unit prices shall be given on a lowboy, a one ton dump truck, a single axle dump truck, a tandem axle dump truck, a semi and dump trailer, a flat-bed truck sized greater than one ton, a skid steer loader, a small wheel loader, a small track loader, a compact wheel loader, a medium track loader, a small dozer, a medium dozer, a backhoe, a small

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mini hydraulic excavator, a large mini hydraulic excavator, a small hydraulic excavator, a medium hydraulic excavator sized 153Hp to 190Hp, a medium hydraulic excavator sized 204Hp to 228 Hp, a medium hydraulic excavator with compact radius design, a medium track-type tractor, a large hydraulic excavator, a wheel excavator, a landscaping tractor with accessories, a mini-skid steer, a jetting and vacuuming truck with Driver/Operator, a breaker attachment for use on a excavator, a vibrating compactor for use on an excavator, a Rammax compactor, a tandem vibratory roller, a brush chipper, a plate compactor, a wacker reversible compactor and a water truck.

Hammer attachments shall be an hourly unit prices for the provision and use of hammer attachments.

EQUIPMENT MODELS NOT LISTED

Older equipment models not listed in the pay item description are included under the bid item listed under the “or equivalent” designation. Equipment not listed in the specifications must have approval from Owner’s Representative and must have negotiated prices in line with the bid prices prior to use on the project.

TRANSPORT EQUIPMENT

The unit cost of all transport equipment shall include any costs that the Contractor incurs in obtaining the necessary permits to transport equipment and materials. The unit costs for all transport equipment including a lowboy, a flatbed truck greater than one ton, both a single axle and tandem axle dump truck and a semi and dump trailer shall include all driver costs. All other unit prices shall not include labor costs.

For the flatbed truck of weight greater than one ton, the Contractor shall seek compensation only for the duration of time that such flatbed truck is used in the delivery of materials necessary for the completion of this project. The Contractor shall not seek compensation for time that that such flatbed truck is idle and not active in the delivery of materials regardless of the location of the vehicle.

SERVICE TRUCKS

Except for Lowboy Including Both Permits and Paid Driver, Single Axle Dump Truck with Driver, Tandem Axle Dump Truck with Driver, Semi & Dump Trailer with Driver, Flat Bed Truck Greater Than One Ton with Driver and Jetting and Vacuuming Truck with Driver or/Operator as detailed above, Contractor costs associated with the provision of trucks, vehicles and other equipment used to transport personnel, tools, equipment, etc., used in the completion of this project shall also be included in the unit price to be paid for labor. Whether transportation equipment is owned by the Contractor’s company, or the

SPECIAL PROVISIONS

use thereof is reimbursed by the Contractor, the Contractor shall not claim compensation for the use of such equipment independent of the unit price of labor as here defined.

JETTING AND VACUUMING TRUCK

The hourly unit cost jetting and vacuuming truck with driver/operator shall include a truck, driver/operator, and associated materials, tools, consumables, and equipment necessary to high pressure flush and remove liquids and solids to clean storm sewer pipes prior to televising shall be. Disposal of material cleaned from the pipe shall be included in this item. The cost for the driver and/or operator shall be included in this item.

TRENCH BOX AND MATERIAL BOX

A daily unit price shall be given for the provision of a trench box with sheets. This unit price shall be for trench boxes of all sizes; for each utilization at all times, the trench box selected and used shall be sized appropriately within the physical constraints of work locations to both satisfy safety requirements and minimize the extent of excavations. Additionally, this unit price shall include trench boxes provided by the Contractor as well as those rented from others.

Unit price shall include the provision of a material box that allows on-site storage of materials used in the completion of the work.

MISCELLANEOUS TOOLS AND MATERIALS

An hourly unit price shall be provided for the provision of a submersible pump. The submersible pump with hoses shall be for the provision, construction, maintenance and deconstruction of a submersible pump with hose(s) sized two-inches (2") to twelve-inches (12").

An hourly unit price shall be provided for the provision of a jack hammer, an air compressor, a cut off saw, a wheel saw, an electrical generator, a chain saw, a rotating hammer and a manhole ventilator with hose.

Walk behind concrete saw and blade shall be the hourly unit prices for the provision of both a small and a large walk-behind concrete saw. A small walk-behind concrete saw shall be one whose maximum depth of cut is less than fifteen (15) inches; a large walk-behind concrete saw shall be one whose maximum depth of cut is equal to or greater than fifteen (15) inches. Unit price shall include the saw blades.

Saw cutting concrete and shall be paid per the unit price for equipment used and the labor used.

Unit price shall include the provision of a box of ten 5/8" Trubolt Type 316 stainless steel

SPECIAL PROVISIONS

wedge anchors or an equal approved before the opening of bids.

Unit price shall include the provision of a five-gallon bucket of Quikrete Hydraulic Water-Stop Cement or an equal approved before the opening of bids.

Unit price shall include the provision of Sakrete 80 lb bag or equivalent.

Unit price shall include the provision of Geokrete 60lb bag or equivalent.

Unit price shall include the provision of Quadex Quad-Plug – 50lb pail or equivalent.

Unit price shall include the provision of an eighteen (18) ounce cartridge of Epcon-brand, C6, two-part epoxy-based, adhesive anchoring system, or an equal approved before the opening of bids. Any additional costs incurred due to the rental or purchase of an epoxy delivery system or dispenser shall be made part of this unit price.

Unit price shall include the provision of a J-bolt and ¾” anchor.

Unit price shall include the provision of epoxy-coated dowel bars of the dimensions indicated and in accordance with the Specifications.

Unit price shall include the daily provision of pipe laser where needed at the work sites.

Detailed in the Specifications, daily unit prices shall be given on a steel road plate large enough to span a typical excavation.

Unit price shall include the provision of traffic control signs, barrels and cones in accordance with these Specifications.

Unit price for safety fence shall include the provision of safety fence and fence posts, ties and all materials necessary to protect open excavations, sink holes and other safety concerns. These unit costs shall be for material costs and all delivery costs only, not labor costs or equipment costs.

PIPE MATERIALS

Storm Sewer Bid Items under the general heading Pipe Materials shall conform with Section 550 of the Standard Specifications. Materials and construction requirements are described in Section 550 with references to other sections of the Standard Specification. Pipe materials identified as Type 1 or Type 2 refer to the installation depth identified in Article 550.03. Class B Storm Sewers includes any of the Flexible pipe materials identified in Article 550.03.

Bid Items for Pipe Underdrain, Type 2, Type 3, and Special of the various diameters shall conform with Section 601 of the Standard Specifications. The Table in Article 601.01 describes the specifics of the various types. Only Flexible pipe materials will be accepted for these Bid Items. Aggregate and geotechnical fabric materials shall be measured and

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paid separately.

The bid price per linear foot shall be for the cost to provide the pipe materials to the project location. The cost of labor, aggregates, and equipment is paid for under other Bid Items in this contract.

The cost of connecting storm sewer and underdrain pipe to existing facilities will not be paid for separately but shall be included in the contract unit price bid for the item which is being connected. However, the pipe unit prices shall include the provision and use of a pipe laser during pipe installation. All delivery costs shall be included in the unit prices. The paid quantity shall be that replaced as measured along the centerline of the pipe, projected from inside edge of drainage structures or the connection to an existing pipe. Paid quantities of replaced service laterals shall also be measured along the centerline of the pipe.

For the unit prices to be paid per fitting, the Contractor shall provide those fittings, listed in the Bid, where directed. For each type and material, unit prices for each fitting listed shall not include labor, equipment, bedding, backfill, etc. All delivery costs shall be included in the unit prices.

For the unit prices to be paid per Fernco-brand flexible-type coupling, the Contractor shall provide, where directed, those couplings listed in the Bid. These unit costs shall be for material costs and all delivery costs only, no labor costs, equipment costs, bedding or backfill costs or the costs of other piping materials.

The unit prices for pipe end sections shall include all items necessary to complete the installation. For each end section, unit prices shall not include labor, equipment, bedding, or backfill. All delivery costs shall be included in the unit prices.

CIPP LINING

The CIPP lining pay items to be a unit price for installing a cured-in-place pipe liner and shall include all delivery, labor, equipment, and material costs. The design of the liner thickness shall assume a fully deteriorated pipe condition. For the purposes of bidding assume that the total length of the lining of each project location will be one pipe run from structure to structure- typically 300 lineal foot or less.

DRAINAGE STRUCTURES

The material and construction requirements for drainage structures shall conform with Section 602 of the Standard Specifications. The following IDOT Standard Details provide additional material and measurement details that govern the construction of the Bid Items:

- Inlet, Type A – 602301

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- Inlet Type B – 602306
- Flat Slab Top – 602601
- Inlet, Type G1 – 602001-D4 & 602006-D4
- Inlet MH, Type G1, 4' & 5' Dia – 602021-D4 & 602026-D4
- Manhole, 4' Dia – 602401
- Manhole, 5' Dia – 602402
- Type 1 Frame & Lid – 604001
- Type 3 Frame & Grate – 64011
- Type 8 Grate – 604036
- Type 11 Frame & Grate – 604056

Unit prices to be paid per Each structure shall be based on the maximum depth stated with each Bid Item. For structures deeper than the stated depth, Each additional foot of depth shall be paid at the contract unit price per vertical foot (VF) for the respective structure types identified.

Existing drainage structures that require modification shall be paid per Each for Drainage Structures to be Adjusted and Drainage Structures to be Reconstructed. Article 602.03 of the Standard Specifications describes the type of work for each pay item. This work includes providing flat and tapered rubber composite adjustment risers of the appropriate diameters and thickness to raise a casting elevation. Vertical changes of 2 feet or less shall be classified as Adjustment and more than 2 feet shall be Reconstruction.

The cost to remove materials will be paid for at the contract unit prices for Labor and the required equipment.

The cost to provide new castings for existing structures shall be paid per each casting at the contract unit price per Each casting of the appropriate type.

These unit prices shall not include labor costs, equipment cost or bedding and backfill costs, only the costs of those items. All delivery costs shall be included in the unit price. All inlet and manhole items shall be according to the Specifications.

BORROW EXCAVATION

Soil material provided by the contractor for placement at a project location shall conform to Article 1009.04 of the Standard Specification. Unit price shall be for the provision of borrow excavation. The Contractor is solely responsible for any permits or approvals to excavate soils from a location outside the project location and transportation of the soil material to the project location.

SPECIAL PROVISIONS

FLOWABLE BACKFILL (CLSM)

Materials furnished and placed shall comply with Section 593 of the Standard Specification and as specified herein. CLSM used to backfill open excavations shall be one of the following mix designs.

MIX DESIGN NUMBER	Concrete Code	CEMENT lbs.	FLY ASH lbs.	FA01 lbs. Dry Weight	Theo. WATER gal.	Air Content %
84PCCLSM1	21621	50	125	2886	50-65	None
84PCCLSM2	21621	125		2436	30-50	15-25
84PCCLSM3	21621	40	125	2447	30-50	15-25
84PCCLSM4	21621	25	75	2891	25-40	15-25

CLSM used to fill pipes, culverts, and structures shall be one of the following mix designs.

MIX DESIGN NUMBER	Concrete Code	CEMENT lbs.	FLY ASH lbs.	FA01 lbs. Dry Weight	Theo. WATER gal.	Air Content %
84PCC9994	21633	135	525	2433	47.2	6-9
84PCC9995	21633	650		2535	46.6	6-9

It shall be the responsibility of the Contractor exclusively to assure that the CLSM mixtures are delivered as ordered and as required in these Specifications. The provided unit prices shall include material and delivery costs. The unit price shall include a guaranty that the material will arrive on site within one hour of being ordered.

BACKFILL MATERIALS

Granular aggregate materials used for the bedding and backfill of pipe shall conform with the applicable sections of Section 1003 and Section 1004 of the Standard Specifications. All material placed shall be paid at the contract unit price per Ton.

Porous Backfill of either CA-7 or CA-11 gradation shall be used in wet trench conditions.

Trench Backfill, FA-1 or CA-6 gradation shall be used in dry trench conditions.

Trench Backfill, CA-16 gradation shall be used with Type 2 Pipe Underdrain.

Trench Backfill, FA-4 gradation shall be used with Type 3 Pipe Underdrain.

The unit price shall be for backfill material only. The quantity of material measured for payment shall be for the length of installed pipe material and the trench width. Contractor shall maintain trench width no wider than what is necessary to install the pipe. Trench boxes shall be used as required based on trench depth.

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AGGREGATE AND ASPHALT

Aggregate gradation CA-6 used as pavement base course and surface course material shall conform to Article 1004.04 of the Standard Specifications. "White rock" material shall be used for surface course applications. The material shall be paid at the contract unit price per Ton.

Reclaimed Asphalt Pavement Material (Millings) conforming with Section 1031 of the Standard Specifications may be used for temporary and construction access as needed. The material shall be paid at the contract unit price per Ton.

The removal and replacement of asphalt pavements shall conform with the requirements for Class D patching as specified in Section 442 of the Standard Specifications. The Contractor will be paid the Contract unit prices for the cost of labor and equipment to remove and dispose of existing pavement materials. Hot Mix Asphalt Pavement installed shall be IL-19.0 binder material installed at the thickness equal to the existing pavement or as directed by the Owner's Representative. The material only bid item shall include the cost to provide the asphalt material to the project site. Labor and equipment costs shall be paid for separately. The subcontractor bid item cost shall include the total cost to supply and install the material to create a finished pavement.

CONCRETE PAVEMENT

Bidders shall submit unit prices, per cubic yard, for IDOT Class PP Concrete (high early), IDOT Class PV Concrete (hot patch) and IDOT Class SI Concrete (standard). The unit price for IDOT Class PP Concrete (High Early) shall include costs for all IDOT classifications including PP-1, PP-2, PP-3 and PP-4; the selection of which PP mixture to be used shall be that of the Owner's Representative exclusively and the Contractor shall not be allowed claims for additional compensation depending on the mixture selected.

Sidewalk ramps shall conform to IDOT standard drawing 424001 and the City of Peoria requirements.

The unit price for concrete shall include a guaranty that the material will arrive on site within one hour of being ordered.

Furthermore, submitted unit prices for IDOT Class PP, PV and SI Concrete shall be for all costs of the concrete and all additional charges associated with the production and delivery of concrete to sites specified by the Owner's Representative. Common additional charges levied by concrete mix plants such as charges for winter service for heating concrete and concrete components and charges for production and delivery of loads of concrete below a minimum quantity shall be considered part of

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the unit price; however, these common additional charges may not be the only additional charges levied by concrete suppliers. All additional charges related to concrete production and delivery shall be considered part of the unit price and claims for compensation for such charges shall not be allowed.

Bidders shall submit unit prices for concrete fibers and Durafill or an equal approved before the opening of bids. The unit prices for concrete fibers and Durafill shall be the cost to add these materials to a cubic yard of concrete. For the unit price to be paid per cubic yard, the Contractor shall provide all tools and equipment necessary to place the concrete. This cost shall include both material and all transportation and delivery costs but, shall not include labor.

STRUCTURAL MATERIALS

For the unit prices to be paid per each, Drilled Anchors, $\frac{3}{4}$ inch diameter, shall be installed per the manufacture's recommendations. This bid item includes both wedge anchors and epoxy anchors; the City may require one or the other for a specific project. If not specifically stated, the Contractor may use either the wedge or epoxy. The anchor body, nut and washer shall be zinc plated carbon steel. The minimum embedment depth is 8 inches for the $\frac{3}{4}$ inch threaded rod. Items include material and the labor and equipment required to install each anchor.

For the unit prices to be paid per pound, Reinforcing Bars and Reinforcing Bars, Epoxy Coated shall be furnished and placed as directed by the City. All work shall be done in accordance with Section 508 of the Standard Specifications for Road and Bridge Construction. The bar size for this pay item is limited to bar sizes #4 through #8.

STRUCTURAL CONCRETE WALLS

For the unit prices to be paid per cubic yard, Structural Concrete Walls shall be constructed. All work and material shall be per Section 503 of the Standard Specifications for Road and Bridge Construction. Walls (versus slabs) are defined as having a surface that is less than 18 inches wide and a vertical height greater than 14 inches. The concrete mix shall include an admixture for air entrainment. The pay item includes constructing formwork, furnishing and placing concrete, and finishing the surface. Also included is stripping the formwork and repairing and voids in the exposed surfaces. The work does not include excavating, reinforcing bars and backfilling.

STRUCTURAL CONCRETE SLABS

For the unit prices to be paid per cubic yard, Structural Concrete Slabs shall be constructed. All work and material shall be per Section 503 of the Standard Specifications for Road and

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Bridge Construction. Slabs (versus walls) are defined as having a surface that is greater than 18 inches wide and vertical height under 14 inches. The concrete mix shall include an admixture for air entrainment. The pay item includes constructing formwork, furnishing and placing concrete, finishing the surface and removing the formwork. The work does not include excavating, reinforcing bars and backfilling.

FILL CONCRETE FOR STRUCTURES

For the unit prices to be paid per cubic yard, Fill Concrete for Structures shall be constructed. All work and material shall be per Section 503 of the Standard Specifications for Road and Bridge Construction. Fill concrete is generally cast against ground or existing vertical surfaces and therefore does not require formwork—although it can require a bulkhead at the ends of the excavation. The pay item includes any bulkheads, furnishing and placing concrete. The work does not include excavating, reinforcing bars, formwork and backfilling.

GABION BASKET AND MATTRESS

This work includes furnishing manufactured steel wire baskets and all necessary fasteners, stone for erosion control, assembling and filling of woven wire mesh baskets to form gabions and mattresses in designated locations. The materials, work, and payment shall be in accordance with Section 284 of the Standard Specifications.

RIPRAP

For the unit prices to be paid per riprap items, bidders shall submit unit prices, per ton. Riprap shall be installed in accordance with Section 281 of the Standard Specifications, except that broken concrete shall not be allowed. All riprap shall have a quality designation of either A or B. Geotechnical fabric for riprap and proper bedding material shall be used according to IDOT Sections 281 and 1005 and paid for under their separate pay items.

At locations where sewers cross waterways, streams, and/or creeks, riprap and filter fabric shall be installed from ten (10) feet upstream of the crossing to twenty (20) feet downstream of the crossing along both banks from top of bank to top of bank.

EROSION CONTROL BLANKETS AND TURF REINFORCEMENT MATS

The unit price for erosion control blanket and turf reinforcement mat (TRM) shall include costs associated with the provision of all materials (including but not limited to the blanket/TRM, staples and delivery cost) necessary to construct and maintain the erosion control blanket or TRM where specified by the Owner's Representative. The blanket and TRM shall be in accordance with IDOT Articles 251.04, 251.05 and in accordance with

SPECIAL PROVISIONS

the manufacture's recommendations. The erosion control blanket shall be 100% biodegradable, with all natural materials. The mat shall be equal or equivalent to Tensar-North American Green's BioNet S75BN, or SC150BN. The TRM shall be equal or equivalent to Tensar-North American Green's VMax SC250.

SEEDING AND SODDING

The unit price for seeding items shall include the costs associated with the provision of the seed materials necessary to plant the seed as specified by the Owner's Representative. These unit costs shall be for material costs and all delivery costs only, not labor costs or equipment costs. All seeding shall be in accordance with IDOT Sections 250 and 251, including the use of fertilizer and mulch. Fertilizer shall be paid for in pounds of fertilizer applied. The fertilizer shall be of the composition required for each seed mix as recommended by the seeding supplier. Straw mulch shall be paid for in square yards. Straw mulch shall be installed in accordance with IDOT Section 251.

The unit price for sodding shall include the costs associated with the provision of the sod materials necessary to install the sod as specified by the Owner's Representative. These unit costs shall be for material costs and all delivery costs only, not labor costs or equipment costs. All sodding shall be in accordance with IDOT Sections 252.

DURADECK MAT OR EQUIVALENT GROUND PROTECTION SYSTEM

The Duradeck mat or equivalent ground protection system pay item to be the unit price for daily rental of the approximately 4' x 8' mat. The mat system must be approved by the City prior to use. The mat system must protect the ground from damage caused by equipment. The purpose of using the system is to minimize the damage and restoration of grass areas.

Appendix

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

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

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

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

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

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

Which form do I submit?

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

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

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

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

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

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

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

KEEP THIS PAGE FOR YOUR RECORDS

MINORITY AND WOMEN BUSINESS ENTERPRIS DIRECTORY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

MINORITY AND FEMALE WORKFORCE UTILIZATION

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

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

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

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/Alaska nNative		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														
OperatingEngs														
Tile Layers														

CITY OF PEORIA
CONTRACT

This agreement, made and entered into this _____ day of _____, 2021, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and _____ Party of The Second Part for the improvement known as the _____;

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

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

EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:

THE CONTRACTOR (hereinafter referred to as "SERVICE PROVIDER") agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). *This shall not apply to any city employee involved in the 2018-2019 reduction in force, furlough or early retirement incentive offered by the city within 2018-2019. This shall not apply to any city employee involved in the 2020-2021 reduction in force, furlough or early retirement incentive offered by the city within 2020-2021.*

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)

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
16. Modifications to this Bond are as follows:

CITY OF PEORIA SUBCONTRACTOR PAYMENT FORM

PRIME CONTRACTOR PROJECT

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

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

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

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

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

 Signature of Prime Contractor

 Date



DEPARTMENT OF PUBLIC WORKS
3505 N. DRIES LANE
PEORIA IL 61604-1210
(309) 494-8800

Contractor: _____

City Project #: _____

Work Order #: _____

Project Name: **Storm Drainage Repair Annual Contract, 2022**

Contractor: _____

Contract Date: _____

Work Order Title: _____

Location: _____

DESCRIPTION OF WORK INVOLVED:



DEPARTMENT OF PUBLIC WORKS
 3505 N. DRIES LANE
 PEORIA IL 61604-1210
 (309) 494-8800

Contractor: _____

City Project #: _____

Work Order #: _____

Work Order Initiated Date: _____

1. Contractor must submit the initiated work order to the owner's representative within one week of receiving the initiated work order.
2. Owner's representative will review work order within one week of receiving completed work order from Contractor.

Contractor
 Representative:

 Name & Title

 Signature

 Date

Estimated Cost of this Work Order = _____

Estimated Number of Working Days = _____

Authorized by:

 Name & Title

 Signature

 Date

3. Work must be started within one week of work order approval.
4. Work order construction must be completed and ready for final payment by the completion date.
5. Written request for time extensions must be submitted to and approved by owner's representative three working days prior to reaching work order scheduled dates.

Start Date: _____

Completion Date: _____