

**CITY OF PEORIA  
CONTRACT**

This agreement, made and entered into this 12th day of July, 2022, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and R.A Cullinan & Son Party of The Second Part for the improvement known as the PROSPECT ROAD (KNOXVILLE AVENUE to BELMONT PLACE) MILL AND OVERLAY PROJECT

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 ONE HUNDRED THIRTY ONE THOUSAND NINE HUNDRED THIRTY ONE DOLLARS (\$1,131,931.00)

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: *Pat Hill*  
City Manager

ATTEST: *Stephanie Jarr*  
City Clerk

EXAMINED AND APPROVED:

*Chrissie F. Kapuska*  
Corporation Counsel

**PARTY OF THE SECOND PART**

R.A. Cullinan & Son, a div. of U.C.M., Inc.  
(name of individual, firm or corporation)

BY: *Thomas T. Wall*  
(member of firm or officer of corporation)  
Thomas T. Wall, Vice President

(If a Co-Partnership)

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

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

(If an Individual)

\_\_\_\_\_  
(seal)  
(PARTY OF THE SECOND PART)

CITY OF PEORIA  
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we R.A Cullinan & Son, A Div. of UCM, Inc.  
and individual, of \_\_\_\_\_

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

a corporation organized under the laws of the State of Delaware

as Principal, and Travelers Casualty & Surety Company of America

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

Peoria County, State of Illinois, in the penal sum of One Million One Hundred Thirty One Thousand Nine  
Hundred Thirty One Dollars (\$1,131,931.00), 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 PROSPECT ROAD (KNOXVILLE AVENUE to BELMONT  
PLACE) MILL AND OVERLAY PROJECT 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 22nd day of July, 2022

EXAMINED AND APPROVED FOR THE  
CITY OF PEORIA

By Chrissie J. Kapuska  
Corporation Counsel

R.A. Cullinan & Son, a Div. of UCM, Inc.  
Thomas Wall (Principal)

Travelers Casualty & Surety Company of America  
Sureties

Patrick J. Taphorn  
Patrick J. Taphorn, Attorney-in-Fact

STATE OF Illinois )

) SS

COUNTY OF Tazewell )

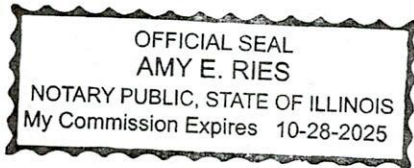
I, Amy E. Ries, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Patrick J. Taphorn,

who is personally known to me to be the same person who signed the above foregoing instrument as the Attorney in Fact for Travelers Casualty & Surety Company of America,

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

Travelers Casualty & Surety Company of America, thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under authority given him by his said Principal.

Given under my hand and Notarial Seal, this 22nd day of July, 2022.



Amy E. Ries  
Notary Public



	<b>Travelers Casualty and Surety Company of America</b>
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**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Patrick J Taphorn** of **Pekin Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

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

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **July**, **2022**



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

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

<b>I. PROPOSAL DOCUMENTS</b>	<b>Page #</b>
A. Instructions to Bidders	1-6
B. Proposal Bid Form	7-13
C. Bid Bond	14-15
D. Proposed Product Substitutions	16
E. Subcontractor Utilization Statement	17-18
F. M/WBE Participation Waiver Request	19
G. Qualifications Statement	20-24
H. Bidder's Certification	25
I. Health, Safety & Welfare Affidavit	26-27
<b>II. EQUAL EMPLOYMENT OPPORTUNITY</b>	<b>Page #</b>
A. EEO Contract Compliance Clause	28-31
B. Minority and Women's Business Enterprise Participation	32-36
C. Human Rights Act	37
<b>III. GENERAL CONDITIONS</b>	<b>Page #</b>
A. Standard Specifications	38
B. City Engineer, Resident Engineer, and Design Engineer	38
C. Property Owner Considerations	38
D. Contract Time	39
E. Liquidated Damages	39
F. Responsibility for Damage Claims	40
G. Contractor's Insurance	41
H. Proof of Insurance	42
I. Guarantee Period	43
J. National Pollutant Discharge Elimination System Permit	43
K. Substance Abuse Prevention Program	43
L. Examination of Existing Conditions	43
M. Payment for Items not Listed	44
N. Payment for Change Order Work	44
O. Alternate Materials	44
P. Temporary Utilities	44
Q. Record Drawings	45
R. Shop Drawings and Material Certifications	45
S. Utility Protection and Relocation	45
T. Site Protection and Cleanup	46
U. Safety Requirements and Protection of Property	46
V. Property and Right of Way Markers	47
W. State Sales Tax Exemption	47

X. Material Storage and Staging Area	47
Y. Disposal of Materials	48
Z. Certified Payroll	48
AA. Prevailing Wage Provision	48
<b>IV. SPECIAL PROVISIONS</b>	<b>Page #</b>
A. PROJECT DESCRIPTION	55
B. LINE AND GRADE STAKES	55
C. STATUS OF UTILITIES	55
D. REMOVAL OF MATERIALS	55
E. PAY ITEM MEASUREMENT AND PAYMENT	55
F. QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE	55
G. TRAFFIC CONTROL	56
H. MOBILIZATION	57
I. REMOVAL	57
J. PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	58
<b>V. APPENDIX</b>	<b>Page #</b>
A. EEO Documents	
1. Employer Report CC-1	A-2
2. Minority and Women Business Enterprise Directory	A-3
3. Equal Employment Opportunity	A-3
4. Minority and Female Workforce Utilization	A-3
5. Monthly Workforce Analysis	A-4
B. Contract Forms	
1. Contract Form	A-5
2. Performance Bond	A-6 to A-8
3. Subcontractor Payment Form	A-9

## 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 06/27/2022 by 2:00 P.M. and at that time publicly opened and read.
- b. Description of Work.
  - i. *Proposed improvement is officially known as Prospect Road Mill & Overlay.*
  - ii. *The proposed improvement consists of Replacing deteriorated Sidewalks, ADA curb ramp improvements along Prospect RD. from Knoxville Ave to N Belmont Pl., curb and gutter removal and replacement, Mill & Overlay of the existing pavement, sodding and site restoration.*

## 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](mailto: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:
- b. Evidence of Bidder's authority to do business in the state where the Project is located.
- c. Evidence of Bidder's prequalification with the Illinois Department of Transportation to perform the type of work required to complete this Project.
- d. Bidder's state or other contractor license number, if applicable.
- e. A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- f. No requirement in this Article 3 to submit information will prejudice the right of City to seek additional pertinent information regarding Bidder's qualifications.
- g. 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

- 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



INSTRUCTIONS TO BIDDERS

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;*
  - 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*

INSTRUCTIONS TO BIDDERS

*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 General Conditions.
- 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. 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.
- 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.
- 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. 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**

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

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

*City of Peoria  
Department of Public Works  
3505 N. Dries Lane  
Peoria, IL 61604*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in these Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>ADD #1</u>	<u>6/21/22</u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered 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 any 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.

- 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; and
- 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 any thing 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.

- 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 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.
- H. Each Bidder must be prequalified with the Illinois Department of Transportation to perform the type of construction work necessary for the project. Bidders shall include a copy of their Illinois Department of Transportation “Certificate of Eligibility” with their bid.
- I. To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria, must be registered in the City of Peoria’s Contract Compliance Program and have a current EEO Certification Number. This program is unrelated to any State and Federal program.

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





a division of United Contractors Midwest, Inc.

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

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

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

Quote To: City of Peoria

Job Name: Prospect Road Mill & Overlay

Project Location:

Date of Plans:

Bid Date: 6-27-22

FSA: 062722PROS

Addendum: ADD #1

Attn:  
Phone:  
Mobile:  
Email:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
20200100	Earth Excavation	10.00	CY	110.00	1,100.00
21101615	Topsoil Furnish and Place, 4"	380.00	SY	12.05	4,579.00
25200100	Sodding	380.00	SY	28.05	10,659.00
28000510	Inlet Filters	20.00	EACH	1,167.33	23,346.60
25200200	Supplemental Watering	17.00	UNIT	121.00	2,057.00
31101200	Subbase Gran. Material, Type B 4"	1,848.00	SY	15.40	28,459.20
40600200	Bituminous Materials (Tack Coat)	8,500.00	LB	2.63	22,355.00
40604062	HMA Surface Course, IL-9.5, Mix "D", N70	2,075.00	TON	169.85	352,438.75
42300200	PCC Driveway Pavement, 6 Inch	60.00	SY	148.50	8,910.00
42400100	PCC Sidewalk, 4 Inch	3,688.00	SF	16.50	60,852.00
42400800	Detectable Warning	245.00	SF	44.00	10,780.00
44000157	HMA Surface Removal, 2"	18,850.00	SY	5.97	112,534.50
44000200	Driveway Pavement Removal	60.00	SY	77.00	4,620.00
44000500	Comb. Curb and Gutter Removal	3,419.00	LF	13.20	45,130.80
44000600	Sidewalk Removal	3,688.00	SF	4.40	16,227.20
44201325	Class C Patch, Type I, 8 Inch	47.00	SY	82.50	3,877.50
44201329	Class C Patch, Type II, 8 Inch	164.00	SY	82.50	13,530.00
44201333	Class C Patch, Type III, 8 Inch	65.00	SY	82.50	5,362.50
44201335	Class C Patch, Type IV, 8 Inch	184.00	SY	82.50	15,180.00
44201337	Class C Patch, Type I, 9 Inch	16.00	SY	83.60	1,337.60
44201341	Class C Patch, Type II, 9 Inch	53.00	SY	83.60	4,430.80
44201345	Class C Patch, Type III, 9 Inch	55.00	SY	83.60	4,598.00
44201347	Class C Patch, Type IV, 9 Inch	94.00	SY	83.60	7,858.40
60603800	CC&G, Type B-6.12	3,419.00	LF	77.00	263,263.00
67100100	Mobilization	1.00	LSUM	56,624.15	56,624.15
X7010216	Traffic Control and Protection, (Special)	1.00	LSUM	51,820.00	51,820.00
<b>GRAND TOTAL</b>					<b>1,131,931.00</b>

NOTES:

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

Tom Wall  
R. A. Cullinan & Son  
a division of United Contractors Midwest, Inc.

Signed Thomas Wall

Signed \_\_\_\_\_

Date 6/27/22

Date \_\_\_\_\_

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

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

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

EEO CERTIFICATION\* (Check one):

- We are 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: 00676-200630

**ARTICLE 5 – BASIS OF BID**

5.01 Base Bid: Bidder will complete the work in accordance with the contract documents for the following price(s):

PAY ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
20200100	EARTH EXCAVATION	CUBIC YARD	10		
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQUARE YARD	380		
25200100	SODDING	SQUARE YARD	380		
28000510	INLET FILTERS	EACH	20		
25200200	SUPPLEMENTAL WATERING	UNIT	17		
31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQUARE YARD	1848		
40600200	BITUMINOUS MATERIALS (TACK COAT)	POUND	8500		
40604062	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N70	TON	2075		
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQUARE YARD	60		
42400100	PORTLAND CEMENT CONCRETE SIDEWALK, 4 INCH	SQUARE FOOT	3688		

City of Peoria  
Capital Improvement  
Prospect Road Mill & Overlay  
**PROPOSAL DOCUMENTS**

PROPOSAL BID FORM

1

PAY ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
42400800	DETECTABLE WARNING	SQUARE FOOT	245		
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQUARE YARD	18850		
44000200	DRIVEWAY PAVEMENT REMOVAL	SQUARE YARD	60		
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	3419		
44000600	SIDEWALK REMOVAL	SQUARE FOOT	3688		
44201325	CLASS C PATCHES, TYPE I, 8 INCH	SQUARE YARD	47		
44201329	CLASS C PATCHES, TYPE II, 8 INCH	SQUARE YARD	164		
44201333	CLASS C PATCHES, TYPE III, 8 INCH	SQUARE YARD	65		
44201335	CLASS C PATCHES, TYPE IV, 8 INCH	SQUARE YARD	184		
44201337	CLASS C PATCHES, TYPE I, 9 INCH	SQUARE YARD	16		
44201341	CLASS C PATCHES, TYPE II, 9 INCH	SQUARE YARD	53		
44201345	CLASS C PATCHES, TYPE III, 9 INCH	SQUARE YARD	55		
44201347	CLASS C PATCHES, TYPE IV, 9 INCH	SQUARE YARD	94		
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	3419		
67100100	MOBILIZATION	LUMP SUM	1		
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LUMP SUM	1		
<b>Total Base Bid Amount</b>					

in writing \_\_\_\_\_

5.02 Alternate Bid: Bidder will complete the work in accordance with the contract documents for the following price(s): (If needed)

Item	Description	Quantity	Unit	Unit Price	Amount
1					
2					
3					
<b>Total Alternate Bid Amount</b>					

in writing \_\_\_\_\_

**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 Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

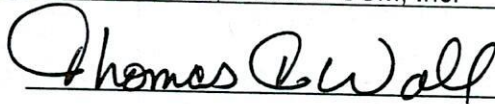
- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Bid Bond
  - B. Subcontractor Utilization Statement
  - C. MBE/WBE Participation Waiver Request (if necessary)
  - D. Qualifications Statement
  - E. Bidders Certification – Document 00454
  - F. Health Safety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

**ARTICLE 8 – BID SUBMITTAL**

BIDDER:

R. A. Cullinan & Son, a Div. of UCM, Inc.

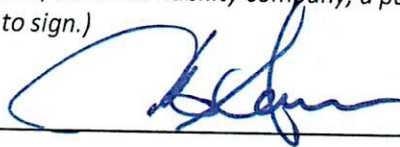
By:  
[Signature]



[Printed name] Thomas T. Wall

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:  
[Signature]



[Printed name] Jeff Sinn

Title: Assist. Corp Secretary

Submittal Date: June 27, 2022

Address for giving notices:

121 W Park St. PO Box 166

Tremont, IL 61568

Telephone Number: 309-925-2711

Fax Number: 309-925-7131

Contact Name and e-mail address: Thomas T. Wall

tom.wall@ucm.biz

Bidder's License No.:

(where applicable)

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

**BIDDER (Name and Address):**

R.A. Cullinan & Son, A Division of United Contractors Midwest, Inc.  
121 W. Park St.  
Tremont, IL 61568

**SURETY (Name, and Address of Principal Place of Business):**

Travelers Casualty & Surety Company of America  
Hartford, CT

**OWNER (Name and Address):**

City of Peoria  
419 Fulton St., Room 400, 4th floor, Peoria, IL 61602

**BID**

Bid Due Date: 06/27/2022

Description (Project Name— Include Location): Prospect Road Mill & Overlay  
Peoria, IL

**BOND**

Bond Number: N/A  
Date: 06/27/2022

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

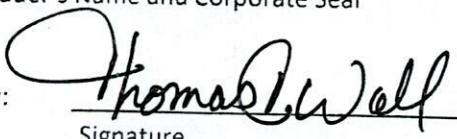
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.


**BIDDER** R.A. Cullinan & Son, A Division of  
United Contractors Midwest, Inc. (Seal)

**SURETY** Travelers Casualty & Surety Company of America  
(Seal)

Bidder's Name and Corporate Seal

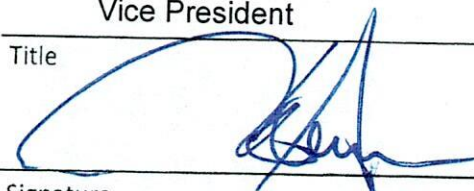
Surety's Name and Corporate Seal


By:   
Signature  
Thomas T. Wall  
Print Name

By:   
Signature (Attach Power of Attorney)  
Patrick J. Taphorn  
Print Name

Vice President  
Title

Attorney-in-Fact  
Title

Attest:   
Signature  
Jeff Sinn, Asst. Secretary  
Title

Attest:   
Signature  
Kristi Calvert, Account Manager  
Title



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Patrick J Taphorn** of **Pekin Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C Tetreault  
Marie C. Tetreault, Notary Public

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

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **June**, 2022



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



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  
Prospect Road Mill & Overlay  
**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>

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

5. EVALUATION

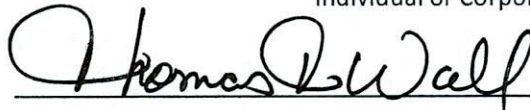
Contract award will be made in accordance with Instructions to Bidders. Only the successful Bidder's Proposed Product Substitution List will be evaluated.

6. SIGNATURE OF BIDDER

R. A. Cullinan & Son, a Div. of UCM, Inc.

Individual or Corporate Name

By

  
\_\_\_\_\_

Address

121 W Park St. PO Box 166

Tremont, IL 61568

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**

Name: R. A. Cullinan & Son, a Div. of UCM, Inc.  
 Address: 121 W. Park St., P.O. Box 166, Tremont, IL 61568-0166  
 Phone: (309) 925 -2711  
 Contact Person: Thomas T. Wall  
 Email: tom.wall@ucm.biz

**PROJECT**

Name: Prospect Road  
 Total Contract Value: \$1,131,931.00

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
JD Traffic, Inc.	WBE	\$11,950.00	1.06%	Traffic Control
C and G Concrete Const. Co., Inc.	WBE	\$455,470.00	40.24%	All Concrete Work
CJL Landscaping	WBE	\$17,721.00	1.57%	Topsoil & Sodding.
Lizz Trucking	MBE	\$5,820.00	0.51%	Trucking
<b>TOTALS</b>		<b>\$490,961.00</b>	<b>43.38%</b>	

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

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

Subcontractor Name	Scope of Work Bid	Denial Reason
Buddy's Grounds Maintenance Inc.	Topsoil & Sodding	Bid was 127% higher than CJL Landscaping
Central Landscaping	Sodding	Bid was 135% higher than CJL Landscaping

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

CONTINUES ON NEXT PAGE

For Office Use Only

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

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

Subcontractor Name	Method of Contact	Contact Outcome
Earth Care Unlimited, Inc.	email and phone call	No quote provided
Midwest Construction Services	email and phone call	No quote provided
Phoenix Corporation of the Quad Cities	email	No response provided
Gardenscape Contractors, Inc.	email	No response provided

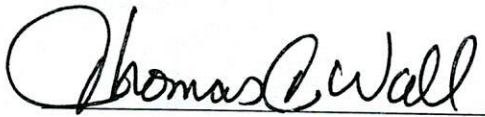
*\*If more than seven firms were contacted, please copy the form and attach the additional information.*

**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.



6/27/2022

Signature of Prime Contractor

Date

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



CITY OF PEORIA  
MBE/ WBE PARTICIPATION WAIVER REQUEST

**A. BIDDER/ PROPOSER HEREBY REQUESTS:**

MBE WAIVER

WBE WAIVER

**B. REASON FOR WAIVER REQUEST**

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

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

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/ WBE PARTICIPATION**

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

**FOR OFFICE USE ONLY**

APPROVED       DISAPPROVED

REVIEWED BY (1) \_\_\_\_\_ DATE \_\_\_\_\_

(2) \_\_\_\_\_ DATE \_\_\_\_\_

June 27, 2022

RE: Prospect Road Improvement MBE Participation Waiver Request

We are requesting a waiver for MBE Participation on the Prospect Road Improvement Project.

**Reason for Waiver Request:**

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

We have been unable to locate enough MBE subcontractors to meet the goal set for this project. We are using all the MBE or WBE subcontractors we received quotes from unless we used a different MBE or WBE subcontractor for the same work. We reached out to four other MBE/WBE subcontractors who either declined to quote or did not respond.

**Good Faith Efforts to Obtain MBE/WBE Participation:**

(1) Made timely solicitation to identified MBE and WBE subcontractors.

We reached out to the listed MBE and WBE subcontractors by email.

(2) Followed up on initial solicitations.

We followed up with the MBE and WBE subcontractors as noted by phone call and they either declined or did not respond.

(5) Engaged MBEs & WBEs for indirect participation.

We are using a MBE Trucking Company to maximize our MBE participation.

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

**1. SUBMITTED BY:**

Official Name of Firm: R. A. Cullinan & Son, a Div. of UCM, Inc.  
Address: 121 W Park St. PO Box 166  
Tremont, IL 61568

**2. SUBMITTED TO:**

Owner: City of Peoria  
Project Name: Prospect Road Mill & Overlay  
**TYPE OF WORK:** Project Description

**3. CONTRACTOR'S CONTACT INFORMATION**

Contact Person: Thomas T. Wall  
Title: Vice President  
Phone: 309-925-2711  
Email: tom.wall@ucm.biz

**4. AFFILIATED COMPANIES:**

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

Date of Organization: 2/23/2001

Executive Officers:

- President: Robert W. Bruner

- Vice President(s): Thomas T. Wall

- Treasurer: Allen D. Cullinan

- Secretary: Allen D. Cullinan



LIMITED LIABILITY COMPANY

State of Organization:

---

Date of Organization:

---

Members:

---

---

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JOINT VENTURE

Sate 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:

---

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**6. LICENSING**

Jurisdiction:

---

Type of License: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Jurisdiction: \_\_\_\_\_  
Type of License: \_\_\_\_\_  
License Number: \_\_\_\_\_

**7. CERTIFICATIONS**

CERTIFIED BY:

Disadvantage Business Enterprise: \_\_\_\_\_  
Minority Business Enterprise: \_\_\_\_\_  
Woman Owned Enterprise: \_\_\_\_\_  
Small Business Enterprise: \_\_\_\_\_  
Other (\_\_\_\_\_): \_\_\_\_\_

**8. BONDING INFORMATION**

Bonding Company: Travelers Casualty & Surety Company of America  
Address: 1 Tower Sq 2MS  
Hartford, CT 06183-0001  
Bonding Agent: Unland Companies  
Address: 2211 Broadway St #3945  
Pekin, IL 61554  
Contact Name: Thomas T. Wall  
Phone: 309-925-2711  
Aggregate Bonding Capacity: Unlimited  
Available Bonding Capacity as of date of this submittal: Unlimited

**9. CONSTRUCTION EXPERIENCE:**

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

City of Peoria  
Capital Improvement  
Prospect Road Mill & Overlay  
**PROPOSAL DOCUMENTS**

BIDDER QUALIFICATION STATEMENT

YES  NO

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

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

NAME OF ORGANIZATION: R. A. Cullinan & Son, a Div. of UCM, Inc.

BY: Thomas Wall

TITLE: Vice President

DATED: \_\_\_\_\_

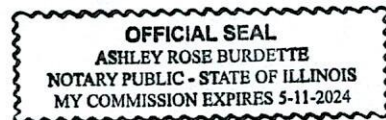
NOTARY ATTEST: Ashley Rose Burdette

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 27th DAY OF June, 2022

NOTARY PUBLIC - STATE OF Illinois

MY COMMISSION EXPIRES: 5-11-2024



REQUIRED ATTACHMENTS

1. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
2. Additional items as pertinent.

City of Peoria  
Capital Improvement  
Prospect Road Mill & Overlay  
**PROPOSAL DOCUMENTS**

BIDDER'S CERTIFICATION

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

I Thomas T. Wall, do hereby certify that:  
Name

1. I am Vice President of the R. A. Cullinan & Son, a Div. of UCM, 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 R. A. Cullinan & Son, a Div. of UCM, Inc.

Signature Thomas T. Wall

Title Vice President

Date \_\_\_\_\_

Corporate Seal (where appropriate)

On this 27th day of June, 2022,

before me appeared (Name) Thomas T. Wall

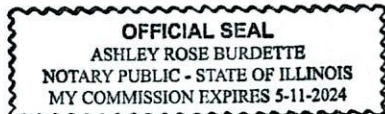
to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did

state that he or she was properly authorized by (Name of Firm) R. A. Cullinan & Son, a Div. of UCM, Inc.

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

Notary Public Ashley Rose Burdette Commission Expires 5-11-2024

Notary Seal



END OF DOCUMENT



City of Peoria  
Capital Improvement  
Prospect Road Mill & Overlay  
**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.

Thomas R. Wolf

Affiant

Subscribed and sworn to before me this 27th day of June, 20 22.



Ashley Rose Burdette

Notary Public

My Commission Expires: 5-11-2024

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](mailto: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.

org. 05/08/08 rev.  
04/17/12

## 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 Provisions, and Plans 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 Engineer's Representative. The City of Peoria may also retain a consulting engineer to provide services on behalf of the Engineer during construction of the improvements. These persons and their responsibilities will be identified at the initial project meeting.

The City of Peoria hired a consulting engineer to evaluate the existing conditions and design the proposed improvements. The plan drawings and specifications were prepared under the direction of the Professional Engineer whose seal is on the plan coversheet. That person 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**

The Engineer, and Engineer's Representative, will be responsible for coordination with the property owner. At the direction of the Engineer, the Contractor will be required to participate in periodic meetings with the property owner as the work proceeds. The Contractor and property owner 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.

**CONTRACT TIME**

The work shall be completed and ready for final payment by 10/31/2022 based on a Notice to Proceed date of not later than 08/01/2022.

**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 project him an any Subcontractor performing work covered by this project, from claims for damages in an amount not less than \$1,000,000 Combined Bodily Injury and Property Damage.

### **Umbrella Coverage**

The Contractor shall take out and maintain during the life of the project such Umbrella or Excess Liability coverage as shall protect 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.

### **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 alignment, the Engineer may alter the alignment of the proposed sidewalk or arrange to have the utility to be relocated. Should the alignment be altered in the field, the Contractor shall be paid for the quantities of work performed in accordance with these specifications and no additional payment shall be made. 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**

Any and 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 relocated 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.

**STATE SALES TAX EXEMPTION**

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

**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.

**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. This project is subject to Illinois and Federal prevailing wage rates 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. This project will be subject to the Peoria County prevailing wage rate determination when the contract was let for bids, dated 5/18/22. 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>

# Georgia County Prevailing Wage Rates posted on 5/18/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	H/W				
ASBESTOS ABT-GEN	All	BLD		28.20	29.70	1.5	1.5	2.0	2.0	8.50	22.29	0.00	0.80	
ASBESTOS ABT-GEN	All	HWY		32.17	33.67	1.5	1.5	2.0	2.0	8.50	24.80	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		33.19	35.83	1.5	1.5	2.0	2.0	14.42	12.40	0.00	0.82	
BOILERMAKER	All	BLD		41.00	44.00	1.5	1.5	2.0	2.0	7.07	21.86	0.00	1.45	
BRICK MASON	All	BLD		36.83	38.33	1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.87	
CARPENTER	All	BLD		34.30	36.55	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
CARPENTER	All	HWY		37.06	39.31	1.5	1.5	2.0	2.0	9.20	21.25	0.00	0.71	
CEMENT MASON	All	BLD		31.48	34.23	1.5	1.5	2.0	2.0	9.00	20.56	0.00	0.68	
CEMENT MASON	All	HWY		32.98	34.48	1.5	1.5	2.0	2.0	9.00	21.00	0.00	0.70	
CERAMIC TILE FINISHER	All	BLD		34.16		1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.86	
ELECTRIC PWR EQMT OP	All	ALL		49.37	58.58	1.5	1.5	2.0	2.0	8.23	13.82	0.00	0.74	
ELECTRIC PWR GRNDMAN	All	ALL		33.54	58.58	1.5	1.5	2.0	2.0	7.76	9.40	0.00	0.51	
ELECTRIC PWR LINEMAN	All	ALL		54.95	58.58	1.5	1.5	2.0	2.0	8.40	15.39	0.00	0.82	
ELECTRIC PWR TRK DRV	All	ALL		35.21	58.58	1.5	1.5	2.0	2.0	7.81	9.86	0.00	0.53	
ELECTRICIAN	All	BLD		39.50	42.00	1.5	1.5	2.0	2.0	8.50	14.94	0.00	0.80	
ELECTRONIC SYSTEM TECH	All	BLD		31.55	34.55	1.5	1.5	2.0	2.0	7.70	13.35	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		51.01	57.39	2.0	2.0	2.0	2.0	16.02	20.21	4.08	0.65	
GLAZIER	All	BLD		36.78	38.78	1.5	1.5	1.5	2.0	16.20	7.19	0.00	1.25	
HEAT/FROST INSULATOR	All	BLD		44.25	46.91	1.5	1.5	2.0	2.0	14.42	14.11	0.00	0.82	
IRON WORKER	All	BLD		33.57	35.47	1.5	1.5	2.0	2.0	11.56	18.87	0.00	0.86	
IRON WORKER	All	HWY		39.40	41.40	1.5	1.5	2.0	2.0	11.56	18.87	0.00	1.01	
LABORER	All	BLD		27.20	28.70	1.5	1.5	2.0	2.0	8.50	22.29	0.00	0.80	
LABORER	All	HWY		31.42	32.92	1.5	1.5	2.0	2.0	8.50	24.80	0.00	0.80	
LABORER, SKILLED	All	BLD		27.60	29.10	1.5	1.5	2.0	2.0	8.50	22.29	0.00	0.80	
LABORER, SKILLED	All	HWY		31.72	33.22	1.5	1.5	2.0	2.0	8.50	24.80	0.00	0.80	
LATHER	All	BLD		34.30	36.55	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
MACHINERY MOVER	All	HWY		39.40	41.40	1.5	1.5	2.0	2.0	11.56	18.87	0.00	1.01	
MACHINIST	All	BLD		50.68	53.18	1.5	1.5	2.0	2.0	8.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		34.16		1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.86	
MARBLE MASON	All	BLD		37.60	38.85	1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.88	
MILLWRIGHT	All	BLD		33.60	35.85	1.5	1.5	2.0	2.0	9.20	21.05	0.00	0.74	

LWRIGHT	All	HWY		37.36	39.61	1.5	1.5	2.0	2.0	9.20	21.55	0.00	0.71
OPERATING ENGINEER	All	BLD	1	42.96	45.96	1.5	1.5	2.0	2.0	10.80	22.25	0.00	3.60
OPERATING ENGINEER	All	BLD	2	39.75	45.96	1.5	1.5	2.0	2.0	10.80	22.25	0.00	3.60
OPERATING ENGINEER	All	BLD	3	34.45	45.96	1.5	1.5	2.0	2.0	10.80	22.25	0.00	3.60
OPERATING ENGINEER	All	HWY	1	42.96	45.96	1.5	1.5	2.0	2.0	10.80	22.25	0.00	3.60
OPERATING ENGINEER	All	HWY	2	39.75	45.96	1.5	1.5	2.0	2.0	10.80	22.25	0.00	3.60
OPERATING ENGINEER	All	HWY	3	34.45	45.96	1.5	1.5	2.0	2.0	10.80	22.25	0.00	3.60
PAINTER	All	ALL		38.19	40.19	1.5	1.5	1.5	2.0	16.13	7.68	0.00	1.10
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00
PILEDRIVER	All	BLD		35.30	37.55	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74
PILEDRIVER	All	HWY		37.06	39.31	1.5	1.5	2.0	2.0	9.20	21.25	0.00	0.71
PIPEFITTER	All	BLD		39.60	43.96	1.5	1.5	2.0	2.0	8.25	15.48	0.00	1.16
PLASTERER	All	BLD		31.00	32.50	1.5	1.5	2.0	2.0	9.00	20.09	0.00	0.90
PLUMBER	All	BLD		37.60	40.98	1.5	1.5	2.0	2.0	8.75	17.08	0.00	1.25
ROOFER	All	BLD		32.00	35.20	1.5	1.5	2.0	2.0	10.00	11.54	0.00	0.30
SHEETMETAL WORKER	All	BLD		35.34	37.11	1.5	1.5	2.0	2.0	10.42	18.70	0.00	1.22
SIGN HANGER	All	HWY		39.40	41.40	1.5	1.5	2.0	2.0	11.56	18.87	0.00	1.01
SPRINKLER FITTER	All	BLD		43.45	46.45	1.5	1.5	2.0	2.0	10.55	14.22	0.00	0.52
STEEL ERECTOR	All	HWY		39.40	41.40	1.5	1.5	2.0	2.0	11.56	18.87	0.00	1.01
STONE MASON	All	BLD		36.83	38.33	1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.87
TERRAZZO FINISHER	All	BLD		34.16		1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.86
TERRAZZO MASON	All	BLD		37.60	38.85	1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.88
TILE MASON	All	BLD		37.60	38.85	1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.88
TRUCK DRIVER	All	ALL	1	39.85	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	ALL	2	40.44	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	ALL	3	40.71	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	ALL	4	41.10	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	ALL	5	42.20	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	O&C	1	31.88	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	O&C	2	32.35	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	O&C	3	32.57	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	O&C	4	32.88	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	O&C	5	33.76	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TUCKPOINTER	All	BLD		36.83	38.33	1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.87

**end**

**Rg** Region

**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

**C** Class

**Base** Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations PEORIA COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

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

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

#### LABORER, SKILLED - BUILDING

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

#### LABORER, SKILLED - HIGHWAY

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

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

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

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

Class 4. Low Boy and Oil Distributors.

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

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

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

#### OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Engines; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt

Facing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

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

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

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

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

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete



Loaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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

**PROJECT DESCRIPTION**

The proposed improvement consists of Replacing deteriorated Sidewalks, ADA Curb ramp improvements along Prospect RD. from Knoxville Ave to N Belmont Pl, Curb and Gutter removal and replacement, Mill & Overlay of the existing roadway, Installing new pavement markings, Sodding and Site restoration.

**LINE AND GRADE STAKES**

It will be the responsibility of the Contractor to establish the proper line and grade staking for construction in order to conform to the requirements of the plans and specifications. If the Contractor does not have the capacity to establish staking points, he shall hire a competent, Illinois Professional Licensed Surveyor to perform the work. This work shall be considered incidental to the project and the cost of the work included in related unit price items.

**STATUS OF 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.

**REMOVAL OF MATERIALS**

The cost to remove and dispose of existing materials without specific contract removal pay items shall be included in the unit price of the item being constructed. No additional payment will be made for removal and disposal of existing materials or removal and reinstallation of existing facilities. In preparing the proposal, the Contractor has been directed to investigate the site and become familiar with the requirements as specified in these plans and specifications.

**PAY ITEM MEASUREMENT AND PAYMENT**

This Project's Pay Items provided in the Proposal Form shall be measured and paid as provided in the IDOT Standard Specifications unless modified by these Special Provisions or Plans.

**QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE**

This Special Provision specifies the quality control responsibilities of the Contractor, for Portland cement concrete mixtures, cement aggregate mixture II, and controlled low-strength material incorporated in the project.

The Contractor shall perform quality control inspection, sampling, testing, and documentation to meet contract requirements in accordance to IDOT Supplemental Specifications and Recurring Special Provisions #24 and #25. The Contractor shall provide personnel to perform the required inspections, sampling, testing, and documentation in a timely manner. Quality Control/Quality Assurance of

Portland cement concrete mixtures will not be paid for separately, but shall be considered as included in the cost of the various concrete contract items.

**TRAFFIC CONTROL AND PROTECTION**

Traffic control shall be in accordance with the applicable sections of the Standard Specifications, the applicable guidelines contained in the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways," these special provisions, and any special details and Highway standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications, applicable Supplemental Specifications and the following Highway Standards relating to traffic control:

701301-04; 701306-04; 701501-06; 701801-06; 701901-08; and 701311-03.

When construction operations require the closure of one lane, except turn lanes, the closure of said lane shall require the use of the specified arrow board per Standard 701901-08. The work shall be performed as directed by the Engineer.

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

**The Contractor is expected to maintain a minimum of one lane open to traffic at all times for vehicular 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 be available for use by fire, police, and other emergency vehicles at all times under all weather conditions.

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

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

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

Non-Conformance: If the Contractor fails to comply with the above conditions, the penalty will be the loss of one (1) working day for each day of non-conformance.

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the "Standard Specifications for Road and Bridge Construction." This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ. The City of Peoria will provide the Contractor the name of its representative who will be responsible for the administration of the Traffic Control Plan.

This item shall be paid for at the contract unit price LUMP SUM, for TRAFFIC CONTROL AND PROTECTION, (SPECIAL) and shall be payment in full for all material, labor, tools and equipment required to install, maintain and remove this item.

#### **REMOVAL**

This work shall consist of the removal of all Asphalt Pavement, curb and gutter, and sidewalks for the proposed improvements as shown on the plans or as directed by the Engineer. This work shall be done in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction." Payment for removal and replacement will not be allowed for items removed beyond the limits of construction or those items damaged by the contractor. The cost of sawing/cutting pavement for the construction of proposed improvements or directed by the engineer shall be incidental to the item of work.

Removal of sidewalk shall be the nearest joint or whole panel, no partial panel shall be removed. Driveways shall be removed to the nearest joint or as directed to the engineer.

The Contractor shall dispose of all surplus, unstable, unsuitable, and organic materials per IDOT section 202.03 of the "Standard Specifications for Road and Bridge Construction." All construction and demolition debris or waste shall be disposed in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal laws and regulations.

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

Curb and Gutter will be paid for at the contract unit price per FOOT for CURB & GUTTER REMOVAL which shall include saw cutting, removing and disposing of said structure, all labor, tools, materials and equipment necessary to complete this work as specified and includes all types of curb, and combination curb and gutter.

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

**PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH**

This work shall consist of constructing a 6" P.C.C. driveway pavement as directed by the Engineer. Provisions shall be made for satisfactory transition between the proposed driveway pavement and the existing pavement to remain in place. This work shall be in accordance with applicable portions of Section 423, "Portland Cement Concrete Driveway Pavement" and to standard Detail A-38 - P.C.C. DRIVEWAY PAVEMENT, 6" From the City of Peoria.

The work includes removing and disposing of surplus material not removed under other items of the Contract; preparation of the subgrade; formwork; furnishing and placing concrete, preformed joint filler and asphalt for sealing joints; and all necessary incidental work to complete the sidewalks as specified, all of which various classes of work must be performed as herein specified.

This work shall be paid for at the contract unit price bid per SQUARE YARD for 6" P.C.C. DRIVEWAY PAVEMENT, which shall include all labor, earth backfill, materials, curing compound, tools and equipment necessary to complete this work as specified.

# 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 1<sup>st</sup>, 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  
 Contractor

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

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 Native		Hispanic		White	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Foremen														
Electricians														
Glaziers														
Iron Workers														
Laborers														
Teamsters														
Millwrights														
Pipe Fitters														
Plumbers														
Plasterers														
Painters														
Roofers														
Operating Engs														
Tile Layers														

CITY OF PEORIA  
CONTRACT

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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

**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)

EXAMINED AND APPROVED:

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

**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.**

## CONTRACTING DOCUMENTS

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)
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
<b>Total Payment Amount for Work Completed</b>	\$	

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

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

\_\_\_\_\_  
 Date