



SUBMITTED BY:

Stark Excavating, Inc.  
CONTRACTOR'S NAME

1805 W. Washington St.  
CONTRACTOR'S ADDRESS

Bloomington, IL 61701  
CITY, STATE, ZIP

STATE OF ILLINOIS  
CITY OF PEORIA  
COUNTY OF PEORIA

SPECIFICATIONS, PLANS,  
QUANTITIES AND CONTRACT PROPOSAL

FOR

**PROSPECT ROAD/HUMBOLDT AVENUE RETAINING WALL REPAIRS**

TO BE CONSTRUCTED UNDER THE PROVISIONS OF  
THE CITY OF PEORIA

BID OPENING: 2:00 PM on February 6, 2020

A handwritten signature in cursive script, reading "Andrea Klopfenstein", written over a horizontal line.

Andrea Klopfenstein P.E., City Stormwater Engineer

Awarded by City Council on September 22, 2020 under Item 20-234

**CITY OF PEORIA  
CONTRACT**

This agreement, made and entered into this 22<sup>nd</sup> day of SEPTEMBER, 2020, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and STARK EXCAVATING, INC. Party of The Second Part for the improvement known as the PROSPECT ROAD/HUMBOLDT AVENUE RETAINING WALL REPAIRS;

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 SEVENTY FIVE THOUSAND NINE HUNDRED DOLLARS (\$75,900.00).

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

EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:

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

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

**THE CITY OF PEORIA**

BY: *[Signature]*  
City Manager

ATTEST: *[Signature]*  
City Clerk

EXAMINED AND APPROVED:

*[Signature]*  
Corporation Counsel

**PARTY OF THE SECOND PART**

Stark Excavating, Inc.  
(name of individual, firm or corporation)

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

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

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

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

CITY OF PEORIA  
PERFORMANCE BOND

Bond# 0234830

KNOW ALL MEN BY THESE PRESENTS, That we STARK EXCAVATING, INC.  
and individual, of \_\_\_\_\_

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

a corporation organized under the laws of the State of Illinois

as Principal, and Berkley Insurance Company

a corporation organized and existing under the laws of the State of Delaware 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 SEVENTY FIVE THOUSAND NINE HUNDRED  
DOLLARS (\$ 75,900.00), 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/HUMBOLDT AVENUE RETAINING  
WALL REPAIRS 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 14th day of

October, 2020

Stark Excavating, Inc.

EXAMINED AND APPROVED FOR THE  
CITY OF PEORIA

David K. Stark, Jr. Principal Vice President

Berkley Insurance Company

By Christine L. Peterson

Corporation Counsel

Lucas Sherman Sureties Attorney-in-Fact

STATE OF Illinois )  
 ) SS  
COUNTY OF Champaign )

I, Judith M. Sherman, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lucas Sherman,

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

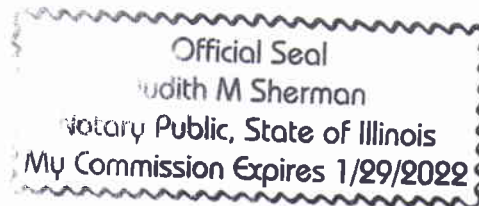
appeared before me this day in person and acknowledged that he signed the name of

Lucas Sherman, 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 14th day of October, 2020.

*Judith M. Sherman*

Notary Public



## RETURN WITH BID

## NOTICE TO BIDDERS

County Peoria  
 Local Public Agency City of Peoria  
 Section Number \_\_\_\_\_  
 Route \_\_\_\_\_

Sealed proposals for the improvement described below will be received at the office of the City Engineer,  
Public Works Facility; 3505 N. Dries Lane; Peoria, IL 61604 until 2:00 PM on February 6, 2020  
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City Engineer  
Public Works Facility; 3505 N. Dries Lane; Peoria, IL 61604 at 2:00 PM on February 6, 2020  
 Address Time Date

## DESCRIPTION OF WORK

Name Prospect Road/Humboldt Avenue Retaining Wall Repairs Length: 55.00 feet ( 0.01 miles)  
 Location Prospect Road at Humboldt Avenue  
 Proposed Improvement consists of retaining wall modifications, miscellaneous drainage items, embankment,  
riprap and other collateral work as necessary to complete the project

1. Plans and proposal forms will be available in the office of the City of Peoria, Public Works Fac.; 3505 N. Dries Ln  
Peoria, IL 61604, by calling 309-494-8800 to req. electronic information or by emailing pwdropbox@peoriagov.org  
 Address
2.  Prequalification  
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
  - a. BLR 12200: Local Public Agency Formal Contract Proposal
  - b. BLR 12200a Schedule of Prices
  - c. BLR 12230: Proposal Bid Bond (if applicable)
  - d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
  - e. BLR 12326: Affidavit of Illinois Business Office
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Peoria  
 Local Public Agency City of Peoria  
 Section Number \_\_\_\_\_  
 Route \_\_\_\_\_

1. Proposal of Stark Excavating, Inc.

for the improvement of the above section by the construction of consists of retaining wall modifications, miscellaneous drainage items, embankment, riprap and other collateral work as necessary to complete the project

a total distance of 55.00 feet, of which a distance of 55.00 feet, ( 0.01 miles) are to be improved.

2. The plans for the proposed work are those prepared by Maurer-Stutz, Inc.; 3116 N. Dries Ln; Ste 100; Peoria and approved by the Department of Transportation on N/A

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

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

5. The undersigned agrees to complete the work within 15 working days or by \_\_\_\_\_ unless additional time is granted in accordance with the specifications.

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

City \_\_\_\_\_ Treasurer of the City of Peoria

The amount of the check is Bid Bond ( 5% Bid Bond ).

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

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

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

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

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

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

Proposal Continued

RETURN WITH BID

Route  
County  
Local Agency  
SectionPeoria  
City of Peoria13. 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).

14. EEO CERTIFICATION\* (Check one):

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

  X   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: SEE ATTACHED

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



PURCHASING DIVISION

## ***ANNUAL CERTIFICATE OF COMPLIANCE***

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

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

Dated this 25<sup>th</sup> day of June, 2019

Expires this 30<sup>th</sup> day of June, 2020

EEO Certification Number:

02373-200630

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**Chris Switzer**  
**Purchasing Manager**

### ***EEO CERTIFICATION FORMS NOW AVAILABLE ONLINE!***

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



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



RETURN WITH BID



SCHEDULE OF PRICES

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

County Peoria  
 Local Public Agency City of Peoria  
 Section \_\_\_\_\_  
 Route \_\_\_\_\_

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements \$ 75,900.00

Item No.	Items	Unit	Quantity	Unit Price	Total
20100110	TREE REMOV 6-15	UNIT	16	\$ 270.00	\$ 4,320.00
20200100	EARTH EXCAVATION	CU YD	19	\$ 63.50	\$ 1,206.50
20400800	FURNISHED EXCAVATION	CU YD	31	\$ 83.00	\$ 2,573.00
25000300	SEEDING CL 3	ACRE	0.1	\$ 35,000.00	\$ 3,500.00
28100105	STONE RIPRAP CL A3	SQ YD	61	\$ 55.00	\$ 3,355.00
28100107	STONE RIPRAP CL A4	SQ YD	28	\$ 120.00	\$ 3,360.00
28200200	FILTER FABRIC	SQ YD	87	\$ 4.50	\$ 391.50
50102400	CONC REM	CU YD	1.3	\$ 4,700.00	\$ 6,110.00
50300225	CONC STRUCT	CU YD	2.6	\$ 2,725.00	\$ 7,085.00
542A1921	P CUL CL A 3 36	FOOT	11	\$ 210.00	\$ 2,310.00
54213681	PRC FLAR END SEC 36	EACH	1	\$ 1,950.00	\$ 1,950.00
60221000	MAN TA 5 DIA T1F OL	EACH	1	\$ 10,350.00	\$ 10,350.00
67100100	MOBILIZATION	L SUM	1	\$ 14,280.00	\$ 14,280.00
70112620	TR CONT & PROT 701501	L SUM	1	\$ 6,800.00	\$ 6,800.00
XX008979	CONCRETE COLLAR	EACH	1	\$ 3,300.00	\$ 3,300.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 850.00	\$ 850.00
Z0028415	GEOTECHNICAL REINF	SQ YD	23	\$ 33.00	\$ 759.00
	PCBC 2X2	FOOT	8	\$ 425.00	\$ 3,400.00
				TOTAL	\$ 75,900.00

## RETURN WITH BID

## CONTRACTOR CERTIFICATIONS

County Peoria  
 Local Public Agency City of Peoria  
 Section Number \_\_\_\_\_  
 Route \_\_\_\_\_

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

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County Peoria  
Local Public Agency City of Peoria  
Section Number \_\_\_\_\_  
Route \_\_\_\_\_

(If an individual)

Signature of Bidder N/A

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

(If a partnership)

Firm Name N/A

Signed By \_\_\_\_\_

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

Inset Names and Addressed of All Partners

} \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name Stark Excavating, Inc.

Signed By *David Stark*  
Vice President

Business Address 1805 W. Washington St.  
Bloomington, IL 61701

Inset Names of Officers

President David K. Stark

Secretary Ila J. Slagell

Treasurer Gary W. Masso

Attest:

*Ila Slagell*  
Secretary



Local Agency Proposal Bid Bond

Route Prospect Rd/Humbolt Ave.
County Peoria
Local Agency City of Peoria
Section

RETURN WITH BID

PAPER BID BOND

WE Stark Excavating, Inc. as PRINCIPAL, and Berkley Insurance Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 6th day of February, 2020

Principal

Stark Excavating, Inc

By: David K. Stark, Jr. Vice-President

By: (Signature and Title)

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

Surety

Berkley Insurance Company

By: Lucas J. Sherman (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF Champaign

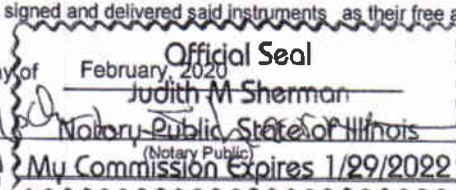
I, Judith M. Sherman, a Notary Public in and for said county, do hereby certify that David K. Stark, Jr. and Lucas J. Sherman

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

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

Given under my hand and notarial seal this 6th day of February, 2020

My commission expires 1/29/2022



ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed) The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Lucas Sherman of CoraMae, Inc. dba Insurance Risk Managers of Champaign, IL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3<sup>rd</sup> day of December, 2019.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman  
Ira S. Lederman  
Executive Vice President & Secretary

By Jeffrey M. Hafter  
Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 3<sup>rd</sup> day of December, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundraken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 6<sup>th</sup> day of February, 2020.

(Seal)

Vincent P. Forte  
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.



**Apprenticeship or Training  
Program Certification**

Return with Bid

Route	_____
County	Peoria
Local Agency	City of Peoria
Section	_____

**All contractors are required to complete the following certification:**

For this contract proposal or for all groups in this deliver and install proposal.

For the following deliver and install groups in this material proposal:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

SEE ATTACHED


\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

SEE ATTACHED

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

Bidder: Stark Excavating, Inc.

By:   
(Signature)

Address: 1805 W. Washington St.  
Bloomington, IL 61701

Title: Vice President



**EXCAVATING, INC.**

**PEORIA County**

**K. Apprenticeship and Training Certification**

1. Operators:  
International Union of Operating Engineers, Local 649
2. Laborers:  
Laborers International Local 165
3. Carpenters:  
United Brotherhood of Carpenters & Joiners of America, Local 183
4. Ironworkers  
International Assn of Bridge, Structural & Ornamental Iron Workers, Local 112
5. Finishers:  
Operative Plasterers & Cement Mason Local 18 Area 12
6. Plumbers:  
Plumbers and Pipefitters Local No. 99



RETURN WITH BID



Affidavit of Illinois Business Office

County Peoria
Local Public Agency City of Peoria
Section Number
Route

State of Illinois )
County of Peoria ) ss.

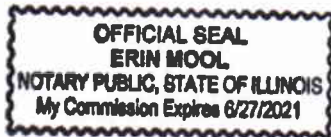
I, David K. Stark, Jr. of Bloomington, Illinois
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

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

Signature of David K. Stark, Jr.
(Print Name of Affiant)

This instrument was acknowledged before me on 6th day of February, 2020.



(SEAL)

Signature of Notary Public



**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability For the Letting of \_\_\_\_\_**

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
<b>Total Value of All Work</b>						

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

					Accumulated Totals
Earthwork					
Portland Cement Concrete Paving					
HMA Plant Mix	<b>SEE ATTACHED</b>				
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces					
Highway, R.R. and Waterway Structures					
Drainage					
Electrical					
Cover and Seal Coats					
Concrete Construction					
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings (Paint)					
Other Construction (List)					
Totals					\$ 0.00

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

See Attached

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me  
 this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Type or Print Name \_\_\_\_\_  
Officer or Director Title

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

My commission expires \_\_\_\_\_

(Notary Seal)

Signed \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_



**Affidavit of Availability**  
For the Letting of

2/8/2020  
(Letting Date)

Instructions: Complete this form by either typing or using black ink. Authorization to Bid will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owner's estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

1	2	3	4	Awards Pending
14180 Champaign N/A	18123 McLean, Tazewell & Champaign Co. 68A79	18159 Champaign	18270 Champaign	Normal
Windsor Road Reconstruction City of Urbana	158- 1-74 & IL 117 Resurfacing UCM	UIUC Design Center- Site UIUC	Heritage Park - PH 1 Champaign Park District	(All New Bids) Other With Pending List Information ISU
01/30/2020	11/15/2020	08/01/2020	04/15/2020	07/30/2020
4,084,796.04	401,126.00	1,882,000.00	649,300.00	2,795,600.00
395,384.85	1,048,619.13	1,048,619.13	102,312.55	2,795,600.00
	141,122.45			
<b>Total Value of All Work</b>				<b>Accumulated Totals</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

				Accumulated Totals
Earthwork	7,781.00			
Portland Cement Concrete Paving	292,802.46	100,536.00		442,718.18
HMA Plant Mix		220,723.20		1,990,024.37
HMA Paving				
Clean & Seal Cracks/Joints				
Aggregate Bases & Surfaces		29,608.00		
Highway, R.R. and Waterway Structures	51,768.23			28,792.51
Drainage	11,297.50			95,713.15
Electrical				
Cover and Seal Coats				
Concrete Construction		255,063.33		192,301.74
Landscaping				
Fencing				
Guardrail				
Painting				
Signing				
Cold Milling, Planning & Rotomilling				
Demolition				
Pavement Markings (Paint)				25,851.83
Other Construction (Traffic Control)				
<b>Totals</b>	<b>311,880.96</b>	<b>141,122.45</b>	<b>606,130.53</b>	<b>2,175,401.76</b>

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.  
 For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	Prairie View Landscaping		Prairie View Landscaping	Prairie View Landscaping	Hohulin Fence
Type of Work	Landscaping		Seeding	Seeding/Grubbing	Fencing
Subcontract Price	21,225.80		277,845.00	119,241.50	19,908.20
Amount Uncompleted	20,738.70		277,845.00	102,312.55	19,908.20
Subcontractor	Cross Construction		Harkke Engineering	Harkke Engineering	Prairie View Landscaping
Type of Work	Asphalt		Construction Layout	Construction Layout	Seeding & Grubbing
Subcontract Price	32,383.70		8,800.00	4,700.00	166,556.00
Amount Uncompleted	11,629.98		8,800.00		166,556.00
Subcontractor	Javelina		Thornton Rave		McLean Co. Asphalt
Type of Work	Milling		Steel		Asphalt
Subcontract Price	5,247.50		35,433.59		12,750.00
Amount Uncompleted			35,433.59		12,750.00
Subcontractor	Antigo Construction, Inc.		K&A Rebar		Austin Engineering
Type of Work	Pavement Breaking		Rebar Install		Construction Layout
Subcontract Price	18,101.00		28,340.00		18,700.01
Amount Uncompleted			16,150.00		18,700.01
Subcontractor	Harkke Engineering		SK Fencing		Stephens
Type of Work	Construction Layout		Fencing		Pavement Markings
Subcontract Price	19,640.00		13,984.00		15,365.00
Amount Uncompleted	3,336.80		13,984.00		15,365.00
<b>Total Uncompleted</b>	<b>35,707.48</b>		<b>352,012.59</b>	<b>102,312.55</b>	<b>233,279.21</b>

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Type or Print Name

Officer or Director

Title

Signed

Notary Public

My commission expires \_\_\_\_\_

Company

(Notary Public)

Address

**Part III. Work Subcontracted to Others.**  
 For each contract described in Part I, list all the work you have subcontracted to others.

1		2		3		4	
Subcontractor	Varsity Striping			Kelley Ironworks			Awards Pending
Type of Work	Pavement Markings			Railing			Kelley Ironwork
Subcontract Price	33,380.68			90,476.01			Steel Plate Install
Amount Uncompleted	9,568.10			90,476.01			9,495.00
Subcontractor	JH Moore			MLN Enterprise			9,495.00
Type of Work	Electrical			Storm Structures			APT (SKIDATA)
Subcontract Price	281,273.90			50,800.00			Parking Control
Amount Uncompleted							244,000.00
Subcontractor	Midwest Construction Services						244,000.00
Type of Work	Traffic Control						Mr Mason
Subcontract Price	103,502.80						Masonry
Amount Uncompleted	38,228.31						62,975.01
Subcontractor							62,975.01
Type of Work							Kelley Ironwork
Subcontract Price							Painting
Amount Uncompleted							94,339.00
Subcontractor							4,339.00
Type of Work							Super Signs
Subcontract Price							Signage
Amount Uncompleted							66,110.00
							66,110.00
<b>Total Uncompleted</b>	<b>47,796.41</b>			<b>90,476.01</b>			<b>386,919.01</b>

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Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ Type or Print Name

\_\_\_\_\_ Officer or Director

\_\_\_\_\_ Title

Notary Public

Signed

My commission expires \_\_\_\_\_

Company

(Notary Public)

Address



**Affidavit of Availability  
For the Letting of**

2/0/2020  
(Letting Date)

Instructions: Complete this form by either typing or using black ink. Authorization to Bid will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

County and Contract Number	6 18349 Peoria Co. 68185	7 18355 Champaign	8 19023 Tazewell	9 19046 Germanatown Hills	Awards Pending
Contract With	42- Farmington Rd. over Kickapoo Creek IDOT	Washington St. Drainage- PH 3 City of Champaign	Riley Lane Pump Station City of Creve Coeur	Germanatown Hills WWTP PH 2 Village of Germanatown Hills	
Estimated Completion Date	11/30/2020	06/15/2020	02/01/2020	03/30/2020	
Total Contract Price	10,061,875.78	6,095,507.94	3,286,013.00	3,365,000.00	
Uncompleted Dollar Value if Firm is the Prime Contractor	7,324,305.20	753,135.93	1,238,004.76	1,830,582.78	
Uncompleted Dollar Value if Firm is the Subcontractor					
<b>Total Value of All Work</b>					<b>Accumulated Totals</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

	6	7	8	9	Accumulated Totals
Earthwork	1,449,418.00	25,118.34	100,264.23	49,469.60	
Portland Cement Concrete Paving	640,211.33			44,160.25	
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces	316,022.32			6,518.35	
Highway, R.R. and Waterway Structures	2,205,410.00			1,233,024.00	
Drainage	110,303.00		852,612.53	42,686.55	
Electrical					
Cover and Seal Coats					
Concrete Construction	308,055.00				
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition	270,159.00			7,489.63	
Pavement Markings (Paint)					
Other Construction (Traffic Control)					
<b>Totals</b>	<b>5,299,578.05</b>	<b>25,118.34</b>	<b>952,876.76</b>	<b>1,383,359.38</b>	

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Farms Management Center.

**Part III. Work Subcontracted to Others.**  
 For each contract described in Part I, list all the work you have subcontracted to others.

	6	7	8	9	Awards Pending
<b>Subcontractor</b>	<b>Midwest Construction Services</b>	<b>Prairie View Landscaping</b>	<b>Homer Tree Service</b>	<b>AMCO Fence</b>	
<b>Type of Work</b>	Traffic Control	Seeding/Grubbing	Tree Removal	Fencing	
<b>Subcontract Price</b>	184,849.20	109,813.60	40,120.00	6,880.00	
<b>Amount Uncompleted</b>	109,362.00	20,132.66		6,880.00	
<b>Subcontractor</b>	<b>Varsity Striping</b>	<b>Javelina</b>	<b>Mid Illinois Mechanical</b>	<b>Prairie View Landscaping</b>	
<b>Type of Work</b>	Pavement Markings	Milling	Plumbing	Seeding	
<b>Subcontract Price</b>	84,583.15	19,906.60	45,036.00	7,600.00	
<b>Amount Uncompleted</b>	82,796.00		31,027.00	7,600.00	
<b>Subcontractor</b>	<b>Kadflex Construction</b>	<b>Hierke</b>	<b>Midwest Mole</b>	<b>Tazawell Co Asphalt</b>	
<b>Type of Work</b>	Rebar Install	Construction Layout	Directional Boring	Asphalt	
<b>Subcontract Price</b>	292,519.12	35,275.00	112,312.00	50,000.00	
<b>Amount Uncompleted</b>	244,000.00	3,028.66		20,000.00	
<b>Subcontractor</b>	<b>UCM</b>	<b>Varsity Striping</b>	<b>Prairie View Landscaping</b>	<b>Western Utility</b>	
<b>Type of Work</b>	Asphalt	Pavement Markings	Landscaping	Drilling	
<b>Subcontract Price</b>	912,702.55	8,474.10	43,500.00	103,361.00	
<b>Amount Uncompleted</b>	912,702.55	1,266.00	43,500.00		
<b>Subcontractor</b>	<b>Oberlander Electric</b>	<b>CSL</b>	<b>SBC Heating &amp; Cooling</b>	<b>KPS</b>	
<b>Type of Work</b>	Electrical	Electrical	HVAC	Rebar Install	
<b>Subcontract Price</b>	204,530.55	310,000.85	90,397.00	43,677.90	
<b>Amount Uncompleted</b>	204,530.00	20,315.91	60,230.00	43,677.90	
<b>Total Uncompleted</b>	<b>1,553,390.55</b>	<b>44,743.23</b>	<b>134,757.00</b>	<b>78,157.90</b>	

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
 Officer or Director

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

My commission expires \_\_\_\_\_  
 Company \_\_\_\_\_

(Notary Public)  
 Address \_\_\_\_\_



**Part III. Work Subcontracted to Others.**  
 For each contract described in Part I, list all the work you have subcontracted to others.

6		7		8		9		Awards Pending
Subcontractor	Illini Drilled Foundation	Prairie View Landscaping	Willis Electric	Austin Engineering				
Type of Work	Drilled Foundations	Brick Pavers	Electrical	Construction Layout				
Subcontract Price	342,258.00	89,838.00	360,260.00	Construction Layout			9,750.00	
Amount Uncompleted	184,600.00	85,324.00	90,078.00				4,508.03	
Subcontractor	Homer Tree Service	Cross Construction	PJ Hoerr	Koerner Electric				
Type of Work	Tree Removal	Asphalt	Building	Electrical				
Subcontract Price	47,000.00	149,846.73	120,727.00	422,060.00				
Amount Uncompleted			60,293.00	384,449.47				
Subcontractor	Austin Engineering	Culy Contracting	Kickapoo Drilling					
Type of Work	Construction Layout	Manhole Liner	Well-Drilling					
Subcontract Price	95,000.00	337,795.00	45,000.00					
Amount Uncompleted	49,000.00	337,795.00	12,108.00					
Subcontractor	Central Landscaping	Hoerr Construction	Western Utility					
Type of Work	Seeding & Erosion Control	Sewer Lining	Metal Wall Panels					
Subcontract Price	51,440.00	366,321.00	68,000.00					
Amount Uncompleted	46,119.00	260,155.36	68,000.00					
Subcontractor	Halverson Construction							
Type of Work	Deck Grooving							
Subcontract Price	10,444.00							
Amount Uncompleted	10,444.00							
<b>Total Uncompleted</b>	<b>290,362.00</b>	<b>663,274.36</b>	<b>150,371.00</b>	<b>469,065.50</b>				

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
 Type or Print Name

\_\_\_\_\_  
 Officer or Director

\_\_\_\_\_  
 Title

Signed

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

My commission expires \_\_\_\_\_

\_\_\_\_\_  
 Company

(Notary Public)

\_\_\_\_\_  
 Address

Part III. Work Subcontracted to Others.  
 For each contract described in Part I, list all the work you have subcontracted to others.

	6	7	8	9	Awards Pending
Subcontractor	Midwest Fence Corp				
Type of Work	Guardrails				
Subcontract Price	181,682.00				
Amount Uncompleted	178,374.00				
Subcontractor	Thomas Industrial Coatings				
Type of Work	Painting				
Subcontract Price	22,600.00				
Amount Uncompleted	2,600.00				
Subcontractor	M&O Environmental				
Type of Work	Asbestos Abatement				
Subcontract Price	8,300.00				
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>180,974.00</b>				

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me  
 this \_\_\_\_\_ day of \_\_\_\_\_

Type or Print Name

Officer or Director

Title

Notary Public

Signed

My commission expires

Company

(Notary Public)

Address



**Affidavit of Availability**  
For the Letting of

2/6/2020  
(Letting Date)

Instructions: Complete this form by either typing or using black ink. Authorization to Bid will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

County and Contract Number	11	12	13	14	Awards Pending
Contract With	19118 Bureau Co 87698	19128 East Peoria	19159 IDOT 70047	19187 Macon Co.	
Estimated Completion Date	144-TR 281 over E. Bureau Creek IDOT 05/15/2020	East Peoria WWTP Improvements A,B & C Williams Brothers 05/15/2020	04. Bridge Deck Repairs over I89 in Itasca McLellan Co. 11/30/2020	TR 29 over Schellberger Road Macon Co. Hwy Dept. 03/30/2020	
Total Contract Price	1,004,126.00	2,122,134.20	417,613.52	195,990.00	
Uncompleted Dollar Value if Firm is the Prime Contractor	289,444.03	954,488.80	417,613.52	195,990.00	
Uncompleted Dollar Value if Firm is the Subcontractor					Accumulated Totals
<b>Total Value of All Work</b>					

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

	11	12	13	14	Accumulated Totals
Earthwork	22,115.66		35,025.90	20,997.68	
Portland Cement Concrete Paving	25,116.70				
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces	89,213.22	231,321.22		18,669.40	
Highway, R.R. and Waterway Structures	36,375.00		86,702.00	8,135.00	
Drainage	8,826.00	489,625.33		113,542.92	
Electrical					
Cover and Seal Coats					
Concrete Construction		52,148.78	124,040.00		
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition	25,449.00		35,110.00	7,940.00	
Pavement Markings (Paint)					
Other Construction (Traffic Control)					
Totals	207,095.59	773,095.33	260,877.90	159,285.00	

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**  
 For each contract described in Part I, list all the work you have subcontracted to others.

	11	12	13	14	Awards Pending
<b>Subcontractor</b>	<b>Kadflex</b>	<b>Beer Bros</b>	<b>McLean Co Asphalt</b>	<b>Prairie View Landscaping</b>	
<b>Type of Work</b>	Rebar Install	Saw Cutting	Asphalt	Seeding	
<b>Subcontract Price</b>	36,283.00	25,368.40	30,218.44	3,180.00	
<b>Amount Uncompleted</b>	9,071.12	8,200.00	30,218.44	3,180.00	
<b>Subcontractor</b>	<b>Access Control</b>	<b>R.A. Cullinan</b>	<b>Midwest Construction Services</b>	<b>Midwest Construction Services</b>	
<b>Type of Work</b>	Guardrail	Asphalt	Traffic Control	Traffic Control	
<b>Subcontract Price</b>	54,951.00	110,125.09	14,045.00	2,980.00	
<b>Amount Uncompleted</b>	54,951.00	110,125.10	14,045.00	2,980.00	
<b>Subcontractor</b>	<b>Midwest Construction Services</b>	<b>Austin Engineering</b>	<b>Dunn Co.</b>	<b>I&amp;I Construction</b>	
<b>Type of Work</b>	Traffic Control	Construction Layout	Milling	Guardrail	
<b>Subcontract Price</b>	3,200.00	8,500.00	7,014.00	20,545.00	
<b>Amount Uncompleted</b>	925.33	2,500.00	7,014.00	20,545.00	
<b>Subcontractor</b>	<b>Lewis, Yockey &amp; Brown</b>	<b>N&amp;W Boring</b>	<b>Era Valdivia Construction</b>		
<b>Type of Work</b>	Construction Layout	Boring	Demolition		
<b>Subcontract Price</b>	8,100.00	81,540.00	75,865.00		
<b>Amount Uncompleted</b>			75,865.00		
<b>Subcontractor</b>	<b>Homer Tree Service</b>	<b>Willis Electric</b>	<b>P&amp;P Construction</b>		
<b>Type of Work</b>	Tree Removal	Electrical	Waterproofing		
<b>Subcontract Price</b>	3,800.00	2,300.00	9,593.18		
<b>Amount Uncompleted</b>		2,300.00	9,593.18		
<b>Total Uncompleted</b>	<b>64,947.45</b>	<b>123,185.10</b>	<b>136,735.62</b>	<b>26,705.00</b>	

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
 Signed

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 (Notary Public)

**Part III. Work Subcontracted to Others.**  
 For each contract described in Part I, list all the work you have subcontracted to others.

11		12		13		14		Awards Pending	
Subcontractor	Helverson	Midwest Construction Services							
Type of Work	Bridge Deck Grooving	Traffic Control							
Subcontract Price	4,024.00	1,290.00							
Amount Uncompleted	4,024.00								
Subcontractor	R&R Landscaping	Hohulin							
Type of Work	Seeding	Fencing							
Subcontract Price	12,877.00	17,765.87							
Amount Uncompleted	12,877.00	17,765.87							
Subcontractor	M&O Environmental	Prairie View Landscaping							
Type of Work	Asbestos Disposal	Seeding/Grubbing							
Subcontract Price	500.00	40,462.50							
Amount Uncompleted	500.00	40,462.50							
Subcontractor	Whitney	Whitney							
Type of Work	Testing	Testing							
Subcontract Price		11,898.00							
Amount Uncompleted									
Subcontractor									
Type of Work									
Subcontract Price									
Amount Uncompleted									
<b>Total Uncompleted</b>	<b>17,401.00</b>	<b>58,208.37</b>							

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me  
 this \_\_\_\_\_ day of \_\_\_\_\_

Type or Print Name

Officer or Director

Title

Signed

Notary Public

My commission expires

Company

(Notary Public)

Address



**Affidavit of Availability**  
For the Letting of

2/16/2020  
(Letting Date)

**Instructions:** Complete this form by either typing or using black ink. Authorization to Bid will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected, in a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

County and Contract Number	16	17	18	19	Awards Pending
Contract With	19191 McLean	19214 Champaign	19224 Logan	19241 LaSalle Co.	
Estimated Completion Date	06/15/2020	07/01/2020	12/01/2020	09/30/2020	
Total Contract Price	488,450.00	3,419,880.00	3,429,900.00	2,937,973.60	
Uncompleted Dollar Value If Firm is the Prime Contractor	365,832.00	3,408,406.12	3,429,900.00	2,937,973.60	
Uncompleted Dollar Value If Firm is the Subcontractor					
<b>Total Value of All Work</b>					<b>Accumulated Totals</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own force.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own force. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Work Item	16	17	18	19	Accumulated Totals
Earthwork					
Portland Cement Concrete Paving		745,353.66	30,900.00	16,591.90	
HMA Plant Mix		498,987.04	29,118.00		
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces		293,850.40	20,989.32	9,040.40	
Highway, R.R. and Waterway Structures				1,956,953.22	
Drainage	205,000.00	69,788.02	2,036,100.00		
Electrical					
Cover and Seal Coats					
Concrete Construction			516,100.00	225,998.00	
Landscaping	120,166.00				
Fencing					
Guardrail			17,201.33		
Painting					
Signaling					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings (Paint)			44,216.00	48,984.75	
Other Construction (Traffic Control)					
<b>Totals</b>	<b>325,166.00</b>	<b>1,607,879.12</b>	<b>2,696,624.65</b>	<b>2,257,568.27</b>	

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**  
 For each contract described in Part I, list all the work you have subcontracted to others.

16		17		18		19		Awards Pending	
Subcontractor	Prairie View Landscaping	Veya	Collins & Herman	Central Landscaping					
Type of Work	Landscaping	Concrete Finishing	Guardrail	Seeding					
Subcontract Price	40,666.00	161,612.00	15,950.00	8,206.00					
Amount Uncompleted	40,666.00	161,162.00	15,950.00	6,206.00					
Subcontractor		Veya	Prairie View Landscaping	I&I Construction					
Type of Work		Irrigation	Seeding	Guardrail					
Subcontract Price		47,509.00	15,300.00	25,464.00					
Amount Uncompleted		47,509.00	15,300.00	25,464.00					
Subcontractor		Veya	Beer Bros	Terra					
Type of Work		Landscaping	Sawcutting	Construction Layout					
Subcontract Price		188,106.00	15,922.50	7,000.00					
Amount Uncompleted		188,106.00	15,922.50	7,000.00					
Subcontractor		Harkie Engineering	Warning Lites	RoadSafe					
Type of Work		Construction Layout	Traffic Control	Pavement Markings					
Subcontract Price		16,000.00	5,690.00	23,576.10					
Amount Uncompleted		16,000.00	5,690.00	23,576.10					
Subcontractor		Kelley Ornamental	Austin Engineering	Dunn Company					
Type of Work		Handrail	Construction Layout	Milling					
Subcontract Price		13,750.00	8,250.00	17,053.50					
Amount Uncompleted		13,750.00	8,250.00	17,053.50					
<b>Total Uncompleted</b>	<b>40,666.00</b>	<b>426,527.00</b>	<b>61,112.50</b>	<b>79,299.60</b>					

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Type or Print Name

Officer or Director

Title

Signed

Notary Public

My commission expires \_\_\_\_\_

Company

(Notary Public)

Address

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	16	17	18	19	Awards Pending
Subcontractor		B&J	K&A Rebar	Halterson	
Type of Work		Track Surfacing	Rebar Install	Grooving	
Subcontract Price		1,374,000.00	19,376.70	19,797.75	
Amount Uncompleted		1,374,000.00	19,376.70	19,797.75	
Subcontractor			GA Rich	Laser Electric	
Type of Work			Sanitary Testing	Electrical	
Subcontract Price			30,611.15	56,877.62	
Amount Uncompleted			30,611.15	56,877.62	
Subcontractor			Midwest Mole	RoadSafe	
Type of Work			Boring	Traffic Control	
Subcontract Price			235,680.00	118,785.00	
Amount Uncompleted			235,680.00	118,785.00	
Subcontractor			JJ Braker	All State	
Type of Work			Masonry	Painting	
Subcontract Price			28,100.00	47,500.00	
Amount Uncompleted			28,100.00	47,500.00	
Subcontractor			SK Exteriors	Kadflex	
Type of Work			Doors/Windows	Rebar Supply	
Subcontract Price			3,560.00	219,293.76	
Amount Uncompleted			3,560.00	219,293.76	
<b>Total Uncompleted</b>		<b>1,374,000.00</b>	<b>317,327.85</b>	<b>462,254.13</b>	

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Company

(Notary Public)

Address



Part III. Work Subcontracted to Others.  
For each contract described in Part I, list all the work you have subcontracted to others.

	16	17	18	19	Awards Pending
Subcontractor			SBC Heating & Cooling	McCoy Construction	
Type of Work			HVAC	Pump Rental	
Subcontract Price			12,400.00	9,750.00	
Amount Uncompleted			12,400.00	9,750.00	
Subcontractor			Wilcox Electric	Advanced Asphalt	
Type of Work			Electrical	Asphalt	
Subcontract Price			160,525.00	129,101.60	
Amount Uncompleted			160,525.00	129,101.60	
Subcontractor			PH Broughton		
Type of Work			Asphalt		
Subcontract Price			182,000.00		
Amount Uncompleted			182,000.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>			<b>354,925.00</b>	<b>138,851.60</b>	

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this \_\_\_\_\_ day of \_\_\_\_\_

Type or Print Name

Officer or Director

Title

Signed

Notary Public

My commission expires \_\_\_\_\_

Company

(Notary Public)

Address



**Affidavit of Availability**  
For the Letting of

2/6/2020  
(Letting Date)

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**Part I. Work Under Contract**

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County and Contract Number	21	22	23	24	Awards Pending
Contract With	19246 Peoria	19291 Champaign	19282 Champaign	19288 Peoria Co. 89744	
Contract With	Peoria Hill Truss & Field Entrance & Parking Lot Peoria Public Schools	CH 1 North over Tributary of Big Ditch Champaign Co Hwy Dept	CH 1 South over Tributary of Big Ditch Champaign Co Hwy Dept	75- Smithville Rd over Copperata Creek IDOT	
Estimated Completion Date	04/30/2020	08/01/2020	08/01/2020	08/01/2020	
Total Contract Price	195,502.31	1,247,378.32	857,814.68	1,238,874.39	
Uncompleted Dollar Value If Firm is the Prime Contractor	185,502.31	1,247,378.32	857,814.68	1,238,874.39	
Uncompleted Dollar Value If Firm is the Subcontractor					
<b>Total Value of All Work</b>					<b>Accumulated Totals</b>
					30,172,782.18
					1,095,611.25
					31,268,373.43

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

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Contract Description	21	22	23	24	Accumulated Totals
Earthwork	12,355.61	109,690.42	64,816.44	179,654.20	3,412,706.82
Portland Cement Concrete Paving					3,141,052.35
HMA Plant Mix					
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces		88,669.00	81,609.40	209,170.00	1,394,711.03
Highway, R.R. and Waterway Structures		647,610.00	461,619.50	488,519.50	7,095,128.96
Drainage	13,203.65	153,400.00	54,430.02	60,969.00	4,317,489.67
Electrical					
Cover and Seal Coats					
Concrete Construction	102,488.22			47,893.00	2,035,678.29
Landscaping					
Fencing					
Guardrail					17,201.33
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition	8,111.61	169,851.53	71,000.00	50,000.00	784,163.35
Pavement Markings (Paint)					
Other Construction (Traffic Control)					
<b>Totals</b>	<b>136,159.09</b>	<b>1,069,050.95</b>	<b>723,573.36</b>	<b>1,036,285.70</b>	<b>22,198,131.80</b>

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Part III. Work Subcontracted to Others.  
For each contract described in Part I, list all the work you have subcontracted to others.

	21	22	23	24	Awards Pending
Subcontractor	Houhulin	I&I Construction	I&I Construction	Access Control	
Type of Work	Fencing	Fencing	Fencing/Guardrail	Guardrail	
Subcontract Price	2,890.73	36,375.00	35,015.00	25,709.80	
Amount Uncompleted	2,930.73	36,375.00	35,015.00	25,709.80	
Subcontractor	Prairie View	Cross Construction	Lavicka	Central Landscaping	
Type of Work	Seeding	Asphalt	Seeding	Seeding	
Subcontract Price	10,842.50	35,925.00	3,312.00	9,133.00	
Amount Uncompleted	10,842.50	35,925.00	3,312.00	9,133.00	
Subcontractor	Durdel	Construction Layout	Cross Construction	Durdel	
Type of Work	Grubbing	Hartke Engineering	Asphalt	Grubbing	
Subcontract Price	13,318.00	4,400.00	37,457.40	17,202.00	
Amount Uncompleted	13,318.00	4,400.00	37,457.40	17,202.00	
Subcontractor	Tazewell Co Asphalt	Lavicka	Hartke Engineering	Tazewell Co, Asphalt	
Type of Work	Asphalt	Seeding	Construction Layout	Asphalt	
Subcontract Price	7,500.00	3,312.00	3,400.00	87,806.24	
Amount Uncompleted	7,500.00	3,312.00	3,400.00	87,806.24	
Subcontractor	Austin Engineering	JD Traffic	JD Traffic	Terra Engineering	
Type of Work	Construction Layout	Traffic Control	Traffic Control	Construction Layout	
Subcontract Price	3,500.00	3,390.00	3,390.00	4,000.00	
Amount Uncompleted	3,500.00	3,390.00	3,390.00	4,000.00	
<b>Total Uncompleted</b>	<b>38,091.23</b>	<b>83,402.00</b>	<b>82,574.40</b>	<b>143,851.04</b>	

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Type or Print Name

Officer or Director

Title

Signed

Notary Public

My commission expires \_\_\_\_\_

Company

(Notary Public)

Address

**Part III. Work Subcontracted to Others.**  
For each contract described in Part I, list all the work you have subcontracted to others.

Subcontractor	21	22	23	24	Awards Pending
<b>Abbott Brothers</b>		<b>Quality Deck</b>	<b>Quality Deck</b>	<b>Road Safe</b>	
Pavement Markings		Grooving/Grinding	Grooving/Grinding	Pavement Markings	
Subcontract Price	4,359.99	15,696.07	14,577.80	10,735.00	
Amount Uncompleted	4,359.99	15,696.07	14,577.80	10,735.00	
<b>Laser Electric</b>		<b>Javelina</b>	<b>Javelina</b>	<b>Road Safe</b>	
Electrical		Milling	Milling	Traffic Control	
Subcontract Price	13,992.00	3,804.76	3,806.49	10,740.00	
Amount Uncompleted	13,992.00	3,804.76	3,806.49	10,740.00	
<b>Stephans</b>		<b>Kadllex Construction</b>	<b>Halverson</b>	<b>Mildate Steel</b>	
Ballards		Rebar	Parapet Slipforming	Rebar	
Subcontract Price	2,900.00	45,440.54	8,960.00	33,146.40	
Amount Uncompleted	2,900.00	45,440.54	8,960.00	33,146.40	
<b>Halverson</b>		<b>Halverson</b>	<b>Kadllex Construction</b>	<b>Halverson</b>	
Parapet Slipforming		Parapet Slipforming	Rebar	Grooving	
Subcontract Price	9,892.00	9,892.00	24,318.84	4,115.25	
Amount Uncompleted	9,892.00	9,892.00	24,318.84	4,115.25	
<b>Total Uncompleted</b>	<b>21,251.99</b>	<b>74,923.37</b>	<b>51,664.93</b>	<b>58,737.65</b>	

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me this 10th day of February 2020

Type or Print Name

David K. Stark, Jr.  
Officer or Director

Vice President  
Title

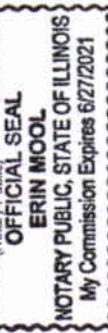
Notary Public

Signed

My commission expires 10-27-2021

Company

Stark Excavating, Inc.



Address

1805 W. Washington St. Bloomington, IL 61701



## 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: Stark Excavating, Inc.  
 Address: 1805 W. Washington St. Bloomington, IL 61701  
 Phone: 309-828-5034  
 Contact Person: Anthony Pieper  
 Email: apieper@starkcompanies.com  
 Ownership Status: MBE  WBE  M/WBE  Non-M/WBE

**PROJECT**

Name: Prospect Road/Humboldt Ave Retaining Wall Repairs  
 Total Contract Value: \$ 75,900.00

**Section III: Selected Subcontractors**

Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
BEER BROS.	NON	\$1,232.00	1.7%	SAWCUTTING
MOHR & KERR	NON	\$ 804.00	1.0%	LAYOUT
CENTRAL LANDSCAPING	NON	\$3,480.00	4.5%	SEEDING
<b>TOTALS</b>				

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

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

Subcontractor Name	Scope of Work Bid	Denial Reason
SEE	Attached	

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

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

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

Subcontractor Name	Method of Contact	Contact Outcome
SEE Attached		

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

**Section VI**

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

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

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

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

2-6-2020  
 \_\_\_\_\_  
 Date

Org.: May 2008  
 Revised: Feb. 2011

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



**M/WBE PARTICIPATION WAIVER REQUEST**

**PRIME CONTRACTOR**

Name: Stark Excavating, Inc.  
 Address: 1805 W. Washington St. Bloomington, IL 61701  
 Phone: 309-828-5034  
 Contact Person: Anthony Pieper

**PROJECT**

Name: Prospect Road/Humboldt Ave Retaining Wall Repairs

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

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

SIGNED: *Oran*  
 (Company Official)

DATE: 2-6-2020

**FOR OFFICE USE ONLY**

**APPROVED**                       **DISAPPROVED**

REVIEWED BY \_\_\_\_\_ DATE \_\_\_\_\_

ORG: 5/08  
 REV.: 3/11



# Prospect Humboldt Ret. Wall

2020-01-24 10:18-04 ET

Subcontractor Name	Scope of Work	Method of Contact	Contact Outcome	Denial Reason
CORE & MAIN (HD SUPPLY)	ADS Pipe Supply	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID	Using Quote
DANVILLE TILE & DRAINAGE	ADS Pipe Supply	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
MAC Industrial Services, Inc. (WBE)	ADS Pipe Supply	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID	Too High
WATER PRODUCTS CO.	ADS Pipe Supply	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
COADY SUPPLY CO INC.	Casting Supply	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Undecided	No Bid Received
CORE & MAIN (HD SUPPLY)	Casting Supply	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID	Using Quote
MEENAH FOUNDRY CO.	Casting Supply	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID	Too High
AECOM	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
ARTSIAN CONSULTING ENGINEERS	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
AUSTIN ENGINEERING CO., INC.	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID	Too High
Central Illinois Consulting	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
DOUBLE D LAND SURVEY	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
FARNSWORTH GROUP	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
HARTKE ENGINEERING AND SURVEYING, INC.	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
Kaskaskia Engineering	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
LANDMARK ENGINEERING GROUP, INC.	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
MAC Industrial Services, Inc.	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID	Too High
MAURER-STUTZ, INC	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
MIDWEST ENGINEERING ASSOCIATES	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
Millennia Professional Services (WBE)	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID	Too High
Quigg Engineering	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
VEYA, Inc.	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
Fuhrmann Engineering (WBE)	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
Mohr & Kerr	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Undecided	No Bid Received
e3 corporation	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID	Using Quote
LEWIS, YOCKEY & BROWN, INC.	Construction Layout	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
Central Illinois Erosion Services	Erosion Control	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID	Too High
Central Landscaping (WBE)	Erosion Control	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
Clearpath Construction, Inc. (WBE)	Erosion Control	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
CNS Forestry & Landscape (WBE)	Erosion Control	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
Corisco Construction Corporation (WBE)	Erosion Control	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
ENGINEERED EARTH SYSTEMS	Erosion Control	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
GEOYNAMICS	Erosion Control	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID	Using Quote
GEO-SYNTHETICS, INC.	Erosion Control	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
MIDWEST CONSTRUCTION PRODUCTS	Erosion Control	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
MIDWEST EROSION CONTROL SERVICES INC.	Erosion Control	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
Millennia Professional Services (WBE)	Erosion Control	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
PRAIRIE VIEW LANDSCAPING & LAWN CARE INC.	Erosion Control	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
SILVER EAGLE CONSTRUCTION PRODUCTS, INC.	Erosion Control	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID	Using Quote
April Cobra Enterprises	Landscaping	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
Buddy's Grounds Maint., Inc. (WBE)	Landscaping	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
Central Landscaping (WBE)	Landscaping	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID	Too High
Central Landscaping Inc. (WBE)	Landscaping	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID	Using Quote
CNS Forestry & Landscape (WBE)	Landscaping	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Undecided	No Bid Received
Corisco Construction Corporation (WBE)	Landscaping	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
Del Toro Landscaping, Inc.	Landscaping	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
Done Rite Construction	Landscaping	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
Earth Care Unlimited	Landscaping	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding	
F & W LAWN CARE AND LANDSCAPING	Landscaping	1/17 - ISQIT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Undecided	No Bid Received
			Not Bidding	





# Prospect Humboldt Ret. Wall

2020-01-24 10:18:04 ET

Gardenscape Contractors Inc.	Landscaping	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
Hacienda Landscaping Inc	Landscaping	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
ICD Ironhorse, Inc.	Landscaping	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
MAC Industrial	Landscaping	1/17 - ISQRT & Email, 1/31 Phone	WILL BID
Mayer Landscaping	Landscaping	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Undecided
Millennia Professional Services (MBE)	Landscaping	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
Prairie Restoration, Inc.	Landscaping	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
PRAIRIE VIEW LANDSCAPING & LAWN CARE INC.	Landscaping	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID
SMITH LANDSCAPING	Landscaping	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
Xtreme Seeding, Inc.	Landscaping	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
CONCRETE SPECIALTIES COMPANY	Precast Box Culverts	1/17 - ISQRT & Email	Not Bidding
COUNTY MATERIALS CORP.	Precast Box Culverts	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID
LEMAN PRECAST	Precast Box Culverts	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID
MCCANN CONCRETE PRODUCTS, INC.	Precast Box Culverts	1/17 - ISQRT & Email, 1/31 Phone	Not Bidding
COADY SUPPLY CO INC.	Precast Manhole & Inlet Supply	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
COUNTY MATERIALS CORP.	Precast Manhole & Inlet Supply	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID
LEMAN PRECAST	Precast Manhole & Inlet Supply	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID
MCCANN CONCRETE PRODUCTS, INC.	Precast Manhole & Inlet Supply	1/17 - ISQRT & Email, 1/31 Phone	Not Bidding
MLN Enterprise (WBE)	RCP Supply	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
CONCRETE SPECIALTIES COMPANY	RCP Supply	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
COUNTY MATERIALS CORP.	RCP Supply	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID
LEMAN PRECAST	RCP Supply	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID
Supplied Industrial Solutions	RCP Supply	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
UTILITY PIPE SALES	RCP Supply	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
Andrews Tree Service	Tree & Shrub Removal	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
DURDEL & SONS LANDSCAPING	Tree & Shrub Removal	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID
Hacienda Landscaping Inc	Tree & Shrub Removal	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID
HOMER TREE SERVICE	Tree & Shrub Removal	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID
OAK BROS TREE REMOVAL	Tree & Shrub Removal	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
Prairie Restoration, Inc.	Tree & Shrub Removal	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
PRAIRIE VIEW LANDSCAPING & LAWN CARE INC.	Tree & Shrub Removal	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	WILL BID
Zoile LLC	Tree & Shrub Removal	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
C Force Construction Inc	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
Campos Construction, Inc.	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
Canin Contractor Services Inc	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
CR Schmidt	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
Dardon Construction Co.	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
Davis&Davis	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
Gavig Construction Company	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
GWO Trucking, Inc.	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
Interra, Inc.	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
Logistics Corp (BEP List ISU)	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
Martinez Frogs, Inc.	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
Namat Construction Co	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
Powers & Sons Construction Co., INC.	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
S. Crider Construction Construction and Supply Co.	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
Safeway Construction Company	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
SK Davison	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Undecided
SRM Construction Material and Supply	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding
Tabitha Ventures, Inc. (MBE)	Other Areas of Work	1/17 - ISQRT & Email, 1/31 Phone, 2/4 Isqft, email, phone	Not Bidding



2020-01-24 10:15:04 ET

Prospect Humboldt Ret. Wall



Vixen Construction, Inc. | Other Areas of Work | 1/17 - BQIt & Email, 1/31 Phone, 2/4 Isqft, email, phone | Not Bidding



2-6-2020

WBE/DBE Participation Waiver Request

**Explanation:**

**We were unable to reach the contract goal due to lack of quotations from the various DBE/WBE contractors/suppliers that were contacted. All potential scopes of work were solicited.**

Substance Abuse Policy/Drug-Free Workplace Program

**1. Written Program.** Stark Excavating, Inc. will review and evaluate this standard practice instruction under the following conditions:

- 1.1 On an annual basis.
- 1.2 When changes occur to the applicable Drug-Free Workplace Laws
- 1.3 When operational changes occur.

Effective implementation of this program requires support from all levels of management within this company. This Policy will be effective February 21, 2005 and will supersede and replace all prior policies, handbooks, or other publications related to this issue. It encompasses the total workplace, regardless of number of workers employed or the number of work shifts. It is designed to establish clear goals, and objectives.

**2. Statement of Commitment.** Stark Excavating, Inc. is committed at all levels to providing a safe work place for our employees. The use of alcohol and drugs on the job negatively affects the productivity, the safety and the stability of the workplace. Stark Excavating, Inc. will not tolerate any deviations from the corporate Drug-Free Workplace Program. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is our intent and obligation to provide a drug-free, work environment.

**3. Corporate Policy.** Stark Excavating, Inc. prohibits on-the-job use of illegal drugs or alcohol, coming to work under the influence, and possessing or distributing drugs on company premises. Violations of this Policy will result in disciplinary action up to and including discharge. Employees are encouraged to seek assistance from community resources on a voluntary basis for substance abuse related problems.

3.1 Management may refer employees with drug problems to substance abuse professionals for assistance; however, these employees will still be expected to correct the behavioral and/or the performance problems which caused the referral.

3.2 Legal Drug Policy. Although the primary scope of the Stark Excavating, Inc. Substance Abuse Policy is the use of illegal drugs and abuse of alcohol, we are also concerned with employees whose performance at work may be impaired by taking prescription drugs, including cannabinoids (marijuana) on a legal medical use basis, and over-the-counter drugs which have been legally obtained. Employees need to be sensitive to the fact that the proper use of some legally obtained medication can cause effects which might place them and fellow employees in jeopardy. In the event that an employee is taking medication that could cause impairment, the employee must report the medication to their supervisor. In the instance of any non-negative initial drug screen, the specimen is sent to the lab for further analysis and the MRO (Medical Review Officer) will make the determination if the employee on prescribed medication

Stark Excavating, Inc.

Drug-Free Workplace Program □ Revision No. 5 (5/14)

can work for Stark based on potential safety for the employee and fellow employees.

**3.3 Illegal Drug/Alcohol Policy.** The possession or use of illegal drugs and/or alcoholic beverages at any Stark Excavating, Inc. work site is strictly prohibited. Furthermore, anyone who works at or visits such sites must not be impaired by drug/alcohol use.

3.3.1 Alcohol impairment is defined as having a blood alcohol level of 0.04 percent or higher present anytime while at work.

3.3.2 Alcohol level tests will be conducted using a blood level test or breathalyzer alcohol test administered by certified laboratory.

3.3.3 At the discretion of Stark Excavating, Inc. management or the testing facility professionals a breathalyzer alcohol test may be also be ordered.

3.3.4 Illegal drug impairment is determined by the following events:

3.3.4.1 Drugs that will be tested for are those that are most commonly used and abused: cocaine, phencyclidine (PCP), opiates, amphetamines, Benzodiazepines, methadone, barbiturates, methaqualone, propoxyphene, and cannabinoids (marijuana). All testing procedures shall follow the procedures outlined by the Substance Abuse and Mental Health Services Administration (SAMSA) and be in compliance with all state and federal laws regarding drug/alcohol testing.

3.3.4.2 Confirmation tests. The first test of a urine sample is called an initial test. If the initial test is positive, a second test (by gas chromatography/mass spectrometry, or GC/MS will be administered. All confirmation tests will be conducted by a certified laboratory.

3.3.4.3 Cut-Off Levels. A cut-off level is a value that is used to determine whether a drug test is positive or negative. Stark Excavating, Inc. will use the cut-off levels established by the Department of Health and Human Services.

3.3.4.4 Diluted tests. If a negative diluted specimen is received for a drug screen, a second specimen will be collected under direct observation.

3.3.4.5 Cold or hot specimen. If a cold specimen (temperature below 90 degrees Fahrenheit) or hot specimen (temperature above 100 degrees Fahrenheit) is received for a drug screen, a second specimen will be collected under direct observation.

3.3.4.6 At the discretion of Stark Excavating, Inc. management or the testing facility professionals a direct observation may be ordered for the drug screening.

3.4 If alcohol is served at social activities sponsored by Stark Excavating, Inc., preparations must include steps to encourage safe and responsible use among those who choose to use alcohol.

3.4.1 Alcohol may be used only with prior approval at sanctioned company functions and while entertaining customers. Employees are expected to show appropriate restraint. Employees who show signs of intoxication will be asked to leave, and protective transportation arranged.

3.5 Employees must disclose any conviction for a drug related offense in the workplace to Stark Excavating, Inc. within 5 days after such conviction. Failure to comply with this Policy will result in disciplinary action up to and including discharge.

**4. Testing Requirements.** The types of testing an employee or job applicant may be required to submit to and the criteria used to determine when such a test will be required are as follows:

4.1. Pre-Employment Screening. All job applicants selected for hire will be tested for illegal drugs as a condition of employment on the first day they are scheduled to start work. Any applicant who refuses to be tested or who has a confirmed positive test will be denied employment consideration for a minimum of two years.

4.1.1 All Former employees that are called back to work after being laid-off for 60 days or longer will be tested for illegal drugs as a condition of employment. Any former employee who refuses to be tested or who has a confirmed positive test will be denied employment consideration for a minimum of two years.

4.2. Reasonable Cause or Suspicion. Drug testing that is applied to current employees when there is observable, objective data to suggest that an employee may be under the influence of, or that his/her job performance is impaired by alcohol or other drugs. Reasonable suspicion may include but is not limited to the following: change in work performance patterns, change in physical appearance and/or behavior, and an incident or an accident.

4.2.1. Any employee who reports to work and based on the observation of the supervisor appears to be under the influence of alcohol or an unauthorized

Stark Excavating, Inc.

Drug-Free Workplace Program  Revision No. 5 (5/14)

drug, will be directed and escorted to the applicable clinic for an immediate alcohol and/or drug screening test to determine if unauthorized drugs and/or alcohol was a cause of the problem.

4.2.2 If the employee refuses to take the alcohol and/or drug screening test, the employee will be discharged.

4.2.3. If necessary, a family member will be contacted who will escort the employee home or another employee will do the same to ensure the employee's safety.

4.3 Post Accident/Incident. Any employee who is involved in a work place accident or incident resulting in personal injury, injury to co-workers, damage to property or work place circumstances which could have resulted in personal injury or damage to property will be directed to take a drug screening test and, if applicable, an alcohol screening test.

4.4 Periodic Random Testing. Stark Excavating, Inc. may direct at anytime that a randomly selected group of employees of the company submit to a drug and/or alcohol screening test. Random drug tests will be under direct observation.

4.4.1 Any employee who refuses to be tested or does not arrive at the testing facility during the same day they were notified that they were selected for the test will be discharged.

## 5. Reporting of Results

5.1 Any employee who has been required to take a drug and alcohol screening test will be informed of the results by the Medical Review Officer (MRO) and the Policy Coordinator.

**6. Employee - After a Positive Test Result** The following steps must be taken by any employee who is found to be under the influence of either alcohol or unauthorized drugs following a test in accordance with this Policy.

6.1 Any employee who has a positive test will be contacted by the Policy Coordinator at which time the Policy will be reviewed with the employee.

6.2. Any employee with a positive drug/alcohol test may be allowed to sign and comply with the Last Chance Agreement (See Appendix A).

6.3. Any employee with a positive drug/alcohol test that does not elect to sign and comply with the Last Chance Agreement will be discharged.

**7. Searches** Stark Excavating, Inc. reserves the right to search employees, visitors, personal effects, vehicles and work areas. The company does not intend to implement such searches in an arbitrary or indiscriminate manner.

**8. Confidentiality**

8.1 All information involving medical examinations, drug or alcohol test results or treatment procedures will be treated as confidential information and will be accessible only to those company officials and designated medical and professional persons with a specific need to know.

8.2 Drug/Alcohol test results or treatment procedure information will not be provided to any other party without the written consent of the employee, except as required by state or federal laws.

**9. The Drug-Free Workplace Act Basics** Stark Excavating, Inc. is subject to State and Federal Drug-Free workplace acts, which require the following:

9.1 Stark Excavating, Inc. must have a written Policy that explains what is prohibited and the consequences of violating that Policy.

9.2 Employees and applicants must read and consent to the Policy (Appendix B) as a condition of employment.

9.3 Stark Excavating, Inc. must have an awareness program to educate employees about alcohol and other drug abuse and addiction, the written Policy, and available help, counseling, and assistance.

9.4 Employees must disclose any conviction for a drug related offense in the workplace.

9.5 Employers must make an ongoing effort to maintain a workplace free of drugs.



## Appendix A. Last Chance Agreement

**LAST CHANCE AGREEMENT**

I, \_\_\_\_\_, understand that my reinstatement as an employee of Stark Excavating, Inc. is contingent upon compliance with all of the following terms of this agreement.

- I will be evaluated for chemical dependency by a licensed Substance Abuse Professional at my own expense.
- I will comply with treatment and follow-up recommendations.
- I will be suspended from working at Stark Excavating, Inc. for a minimum of 30 days and until the Substance Abuse Professional releases me to return to work.
- I will provide Stark Excavating, Inc., at my own expense, a negative drug screen test prior to returning to work. The facility that conducts the testing must follow the Substance Abuse and Mental Health Services Administration (SAMSA) guidelines and be in compliance with all state and federal laws regarding drug/alcohol testing.
- I authorize the company to receive all relevant information regarding my progress in my rehabilitation program.
- I will be subject to a minimum of quarterly unannounced testing (follow-up monitoring) for two years at my own expense.
- I recognize, accept, and agree that any future violation of the company's drug-free workplace Policy by me will result in the termination of my employment.
- I am responsible for meeting the same standards of performance and conduct that are set for other employees.

I understand that failure to comply, in whole or in part, with all of the terms and conditions of this agreement will result in the termination of employment with the Stark Excavating, Inc.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date


Stark Excavating, Inc.  
Drug-Free Workplace Program  Revision No. 5 (5/14)



### Evidence of Authority to Sign

"I, David K. Stark, certify that I am the President of Stark Excavating, Inc. named as Contractor hereinabove; that David K. Stark, Jr., who signed the foregoing Agreement on behalf of the Contractor was then Vice President of said Corporation; the said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers."

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary



City of Peoria  
Prospect Road/Humboldt Avenue Retaining Wall Repairs  
Peoria County

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City of Peoria  
Prospect Road/Humboldt Avenue Retaining Wall Repairs  
Peoria County

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City of Peoria  
Prospect Road/Humboldt Avenue Retaining Wall Repairs  
Peoria County

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City of Peoria  
Prospect Road/Humboldt Avenue Retaining Wall Repairs  
Peoria County

**PART 1**

**PROPOSAL ITEMS**

## RETURN WITH BID

## NOTICE TO BIDDERS

County Peoria  
 Local Public Agency City of Peoria  
 Section Number \_\_\_\_\_  
 Route \_\_\_\_\_

Sealed proposals for the improvement described below will be received at the office of the City Engineer,  
Public Works Facility; 3505 N. Dries Lane; Peoria, IL 61604 until 2:00 PM on February 6, 2020  
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City Engineer  
Public Works Facility; 3505 N. Dries Lane; Peoria, IL 61604 at 2:00 PM on February 6, 2020  
 Address Time Date

## DESCRIPTION OF WORK

Name Prospect Road/Humboldt Avenue Retaining Wall Repairs Length: 55.00 feet ( 0.01 miles)  
 Location Prospect Road at Humboldt Avenue  
 Proposed Improvement consists of retaining wall modifications, miscellaneous drainage items, embankment,  
riprap and other collateral work as necessary to complete the project

1. Plans and proposal forms will be available in the office of the City of Peoria, Public Works Fac.; 3505 N. Dries Ln  
Peoria, IL 61604, by calling 309-494-8800 to req. electronic information or by emailing pwrapbox@peoriagov.org  
 Address

2.  Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- BLR 12200: Local Public Agency Formal Contract Proposal
- BLR 12200a Schedule of Prices
- BLR 12230: Proposal Bid Bond (if applicable)
- BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
- BLR 12326: Affidavit of Illinois Business Office

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.



RETURN WITH BID

PROPOSAL

County Peoria
Local Public Agency City of Peoria
Section Number
Route

1. Proposal of

for the improvement of the above section by the construction of consists of retaining wall modifications, miscellaneous drainage items, embankment,riprap and other collateral work as necessary to complete the project

a total distance of 55.00 feet, of which a distance of 55.00 feet, ( 0.01 miles) are to be improved.

2. The plans for the proposed work are those prepared by Maurer-Stutz, Inc.; 3116 N. Dries Ln; Ste 100; Peoria and approved by the Department of Transportation on N/A

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

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

5. The undersigned agrees to complete the work within 15 working days or by unless additional time is granted in accordance with the specifications.

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

City Treasurer of the City of Peoria

The amount of the check is ( )

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

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

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

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

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

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

**Proposal Continued**

**RETURN WITH BID**

Route	_____
County	Peoria
Local Agency	City of Peoria
Section	_____

13. EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:

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

14. EEO CERTIFICATION\* (Check one):

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

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

Certificate of Compliance Number: \_\_\_\_\_

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

RETURN WITH BID



# Illinois Department of Transportation

## SCHEDULE OF PRICES

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

County Peoria

Local Public Agency City of Peoria

Section \_\_\_\_\_

Route \_\_\_\_\_

### Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

### Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
20100110	TREE REMOV 6-15	UNIT	16		
20200100	EARTH EXCAVATION	CU YD	19		
20400800	FURNISHED EXCAVATION	CU YD	31		
25000300	SEEDING CL 3	ACRE	0.1		
28100105	STONE RIPRAP CL A3	SQ YD	61		
28100107	STONE RIPRAP CL A4	SQ YD	28		
28200200	FILTER FABRIC	SQ YD	87		
50102400	CONC REM	CU YD	1.3		
50300225	CONC STRUCT	CU YD	2.6		
542A1921	P CUL CL A 3 36	FOOT	11		
54213681	PRC FLAR END SEC 36	EACH	1		
60221000	MAN TA 5 DIA T1F OL	EACH	1		
67100100	MOBILIZATION	L SUM	1		
70112620	TR CONT & PROT 701501	L SUM	1		
XX008979	CONCRETE COLLAR	EACH	1		
Z0013798	CONSTRUCTION LAYOUT	L SUM	1		
Z0028415	GEOTECHNICAL REINF	SQ YD	23		
	PCBC 2X2	FOOT	8		

RETURN WITH BID

**CONTRACTOR CERTIFICATIONS**

County Peoria  
 Local Public Agency City of Peoria  
 Section Number \_\_\_\_\_  
 Route \_\_\_\_\_

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

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County Peoria  
 Local Public Agency City of Peoria  
 Section Number \_\_\_\_\_  
 Route \_\_\_\_\_

(If an individual)

Signature of Bidder \_\_\_\_\_  
 Business Address \_\_\_\_\_  
 \_\_\_\_\_

(If a partnership)

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

Signed By \_\_\_\_\_

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

Insert Names and Addressed of All Partners

} \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(If a corporation)

Corporate Name \_\_\_\_\_

Signed By \_\_\_\_\_  
President

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

Insert Names of Officers

} President \_\_\_\_\_  
 Secretary \_\_\_\_\_  
 Treasurer \_\_\_\_\_

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



Local Agency Proposal Bid Bond

Route \_\_\_\_\_
County Peoria
Local Agency City of Peoria
Section \_\_\_\_\_

RETURN WITH BID

PAPER BID BOND

WE \_\_\_\_\_ as PRINCIPAL,
and \_\_\_\_\_ as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

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

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

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

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

Principal

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

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

Surety

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

STATE OF ILLINOIS,
COUNTY OF \_\_\_\_\_, a Notary Public in and for said county,
I, \_\_\_\_\_ do hereby certify that

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

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

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_

My commission expires \_\_\_\_\_ (Notary Public)

ELECTRONIC BID BOND

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

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)
(Signature and Title)
Date



### Apprenticeship or Training Program Certification

**Return with Bid**

Route	_____
County	Peoria
Local Agency	City of Peoria
Section	_____

***All contractors are required to complete the following certification.***

For this contract proposal or for all groups in this deliver and install proposal.

For the following deliver and install groups in this material proposal:

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

Title: \_\_\_\_\_



RETURN WITH BID



Affidavit of Illinois Business Office

County Peoria
Local Public Agency City of Peoria
Section Number
Route

State of )
) ss.
County of )

I, (Name of Affiant) of (City of Affiant), (State of Affiant),

being first duly sworn upon oath, states as follows:

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

(Signature)
(Print Name of Affiant)

This instrument was acknowledged before me on day of

(SEAL)

(Signature of Notary Public)



**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability For the Letting of \_\_\_\_\_**

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
<b>Total Value of All Work</b>						

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
<b>Totals</b>						

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me  
 this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Type or Print Name \_\_\_\_\_  
 Officer or Director \_\_\_\_\_ Title \_\_\_\_\_

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

My commission expires \_\_\_\_\_

(Notary Seal)

Signed \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_



## 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: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Ownership Status: MBE \_\_\_\_\_ WBE \_\_\_\_\_ M/WBE \_\_\_\_\_ Non-M/WBE \_\_\_\_\_

**PROJECT**

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

**Section III: Selected Subcontractors**

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

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

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

Subcontractor Name	Scope of Work Bid	Denial Reason

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

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

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

Subcontractor Name	Method of Contact	Contact Outcome

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

**Section VI**

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

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

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

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

\_\_\_\_\_  
Date

Org.: May 2008  
Revised: Feb. 2011

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



## M/WBE PARTICIPATION WAIVER REQUEST

**PRIME CONTRACTOR**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_

**PROJECT**

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

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

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

SIGNED: \_\_\_\_\_  
 (Company Official)

DATE: \_\_\_\_\_

**FOR OFFICE USE ONLY**

**APPROVED**

**DISAPPROVED**

REVIEWED BY \_\_\_\_\_

DATE \_\_\_\_\_

ORG.: 5/08  
 REV.: 3/11

City of Peoria  
Prospect Road/Humboldt Avenue Retaining Wall Repairs  
Peoria County

**PART 2**

**EQUAL OPPORTUNITY REQUIREMENTS**

## **EEO CONTRACT COMPLIANCE CLAUSE**

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

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

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

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

During the performance of this contract, the Contractor agrees:

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

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

- (B) That it will examine each one of its workforce job classifications to determine if minorities and/or females are underutilized; and it will take appropriate affirmative action steps to rectify such identified underutilization.
- (C) That if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability of minority and females in the area(s) from which it may reasonably recruit; and every good faith effort will be made in its selection process to minimize or eliminate identified areas of minority and/or female underutilization for each job classification for which there are employment opportunities.



**EEO Contract Compliance Clause**

Page 2

- (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 EEO) 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 EEO and/or the FEHC.
- (H) That it will permit access to all relevant books, records, accounts and work sites by EEO 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 EEO 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 EEO 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.

In seeking solicitations, bidders are to identify the portion(s) of work to be subcontracted and offer to break down any portion(s) of work into economically feasible units in order to facilitate M/WBE participation. Bidders also are to provide the name of a specific contact person in their notice to the M/WBEs.

Contact shall be made prior to bid opening. A list containing the name of each company contacted, the date and method must be submitted with bid documents.

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

### III. Good-Faith Efforts Documentation when Utilizing Subcontractors

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

### IV. Waiver Requirements When Self-Performing All Work

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

*is insufficient it reserves the right to halt the bid award process to request additional information from the Bidder. The Bidder will receive the request for information in writing.*

4. A written explanation for why the Bidder believes it is impracticable to award any subcontract(s) on the project in question. *If the Equal Opportunity Office determines that the explanation is insufficient it reserves the right to halt the bid award process to request additional information from the Bidder. The Bidder will receive the request for information in writing.*

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

Before the General Contractor can deviate from utilizing any of the subcontractors listed on the Subcontractor Utilization Statement or its declared intent to self-perform, it must submit a completed **Notification of Change in Participation** form to the City of Peoria. Upon notification construction on the project may be delayed or halted until a review is conducted by the Equal Opportunity Office.

Regarding a self-performance change, if a subcontracting opportunity has been made available, the General Contractor must identify all good faith efforts made to meet the M/WBE participation goals, unless the change was due to an emergency.

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

- i. When an M/WBE participates in a contract, count only the value of the work actually performed by the M/WBE toward M/WBE participation goals.
  1. Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (i)(2) of this section) that is performed by the M/WBE's own forces. Include the cost of supplies and materials obtained by the M/WBE for the work of the contract including supplies purchased or equipment leased by the M/WBE (except supplies and equipment the M/WBE subcontractor purchases or leases from the prime contractor or its affiliate).
  2. Count the entire amount of fees or commissions performed by an M/WBE firm towards M/WBE goals if that firm provides the Apparent Low Bidder a bona fide professional, technical, consultant, or managerial service or provides bonds or insurance specifically required in a City of Peoria contract.
  3. If an M/WBE subcontracts a portion of its work to an M/WBE, 100% of the value of the subcontracted work may be counted toward the M/WBE goal,

but any portion of the work the M/WBE subcontracts to a non-M/WBE does not count toward the M/WBE goal.

- ii. When an M/WBE participates in a joint venture on a City contract, only count the dollar value of the portion of the work that the M/WBE performs with its own forces toward M/WBE goals.
- iii. Count expenditures to an M/WBE contractor toward M/WBE goals if, and only if, the M/WBE is performing a commercially useful function on that contract.
  1. An M/WBE performs a commercially useful function when it is responsible for performing, managing, and supervising its contracted work; moreover, with respect to materials and supplies used on the contract, it must also be responsible for negotiating its price, and purchasing and managing those supplies.
  2. An M/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of M/WBE participation. It should be noted that an effort contrived to give the appearance of M/WBE participation is not considered a good faith effort and is considered an ethical violation that is subject to sanctions outlined in section V.
  3. If an M/WBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, you must presume that it is not performing a commercially useful function and the dollar amount of that work will not count toward the M/WBE goals.
  4. When an M/WBE is presumed the City of Peoria not to be performing a commercially useful function as provided in paragraph (iii)(3) of this section, the M/WBE may present evidence to rebut this presumption. Your rebuttal is subject to review by the City of Peoria.
- iv. Use the following factors in determining if an M/WBE trucking company is performing a commercially useful function:
  1. The M/WBE trucking company must manage and supervise the trucking work it is being paid to perform. A contrived arrangement for the purpose of giving the appearance of meeting M/WBE goals is not considered a good faith effort.
  2. The M/WBE trucking company must own and operate at least one fully licensed, insured, and operational truck used on the contract.

3. The M/WBE trucking company receives credit for the total dollar value of the transportation services it provides on the contract using trucks it owns, insures, and operates.
  4. The M/WBE trucking company may lease trucks from another M/WBE trucking firm, including an owner-operator who is certified as an M/WBE. The M/WBE who leases trucks from another M/WBE receives total credit for the dollar value of the transportation services the M/WBE trucking lessee provides on the contract.
  5. The M/WBE trucking company may also lease trucks from a non-M/WBE trucking firm, including an owner-operator. The M/WBE who leases trucks from a non-M/WBE is only entitled to credit for the fee or commission it receives as a result of the lease arrangement. The M/WBE does not receive credit for the total dollar value of the transportation services provided by the lessee since these services are not provided by an M/WBE.
  6. A lease agreement with an M/WBE trucking firm must indicate that the M/WBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the M/WBE, so long as the lease gives the M/WBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the M/WBE.
- v. Count expenditures with M/WBEs for materials and supplies toward M/WBE goals in the following manner:

1. If the materials or supplies are obtained from an M/WBE manufacturer, count 100% of the cost of the materials or supplies toward M/WBE goals.

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

2. If the materials or supplies are purchased from an M/WBE regular dealer, count 60% of the cost of the materials or supplies toward M/WBE goals.

***Note: For purposes of this section, a regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are brought, kept in stock, and regularly sold or leased to the public in the usual course of business.***

***(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.***

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

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

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

## VII. Record Keeping and Reporting

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



## ***MINORITY AND FEMALE WORKFORCE UTILIZATION***

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

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

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

### 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.

City of Peoria  
Prospect Road/Humboldt Avenue Retaining Wall Repairs  
Peoria County

## **PART 3**

### **SPECIAL PROVISIONS**

- **PROJECT SPECIFIC SPECIAL PROVISIONS**
- **BDE SPECIAL PROVISIONS**
- **LOCAL ROAD SPECIAL PROVISIONS**

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2020

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction  
(Adopted 4-1-16) (Revised 1-1-20)

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## Check Sheet for Recurring Special Provisions

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

Recurring Special Provisions

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

Local Roads And Streets Recurring Special Provisions

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## CITY OF PEORIA

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### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," Adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures of Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of the City of Peoria, Prospect Road/Humboldt Avenue Retaining Wall Repairs Project in the City of Peoria and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

#### **DESCRIPTION OF WORK**

This work shall consist of retaining wall modifications, a box culvert extension, installation of a manhole with a concrete pipe outlet, miscellaneous drainage items, embankment, riprap and other collateral work as necessary to complete the project along Prospect Road in the City of Peoria in Peoria County, IL.

#### **ILLINOIS DEPARTMENT OF TRANSPORTATION PREQUALIFICATION**

Each Bidder must be prequalified with the Illinois Department of Transportation to perform the type of construction work necessary for the Allen Road/Alta Road Drainage Improvement project. **Bidders shall include a copy of their Illinois Department of Transportation "Certificate of Eligibility" with their bid.**

#### **RESPONSIBILITY FOR DAMAGE CLAIMS**

The Contractor shall indemnify and save harmless the CITY OF PEORIA, 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) in connection with the work to be performed under this contract, including but not limited to, suits, actions or claims arising under "An Act providing for the protection and safety of persons in and about the construction, repairing, alteration or removal of building, bridges, viaducts, and other structures, and to provide for the enforcement thereof," approved June 3, 1907, (740 ILCS 150/1), as amended: the Contractor shall also indemnify and save harmless the CITY OF PEORIA, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property, on account of, or in consequence of, any neglect by Contractor or a Subcontractor in safeguarding the work; or through use of unacceptable materials in constructing the



work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered for any infringements of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the "Workers Compensation Act," or any other law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the Department for such purposes, may be retained for the use of the ENGINEERING DIVISION; or, in case no money is due, his surety shall be held until such suits, actions, or claims have been settled and suitable evidence to that effect furnished to the Department.

### **CONTRACTOR'S INSURANCE**

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

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

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

### **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, as additional insureds, shall be primary to any other insurance carried by the City of Peoria and shall provide coverage consistent with ISO CG 20 26, and shall maintain the required coverages, naming the City of Peoria as an additional insured, for a period of not less than three years from the date the City of Peoria and Contractor execute an Agreement to Final Quantities.

#### PROOF OF CARRIAGE OF INSURANCE

The Contractor and all Subcontractors shall furnish the City of Peoria with satisfactory proof of insurance coverage. This shall include an A.M. Best "A" rating before the

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

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

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

### **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. Not less than the prevailing rate of wages as found by the Illinois Department of Labor or determined by a Court on review shall be paid to all laborers, workers and mechanics performing work under this contract. 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.

All questions of applicability of the Prevailing Wage Act are governed by the determinations of the Illinois Department of Labor (IDOL). Prevailing wage rates may be obtained from IDOL's website at:

<https://www2.illinois.gov/idol/laws-rules/conmed/pages/rates.aspx>

**GUARANTEE PERIOD**

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

**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.

**TRAFFIC CONTROL PLAN**

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction," the applicable guidelines contained in the "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 Section 701 and Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control:

701001            701006            701501            701901

Special attention is called to Section 1106 of the Standard Specifications.

## **CONCRETE REMOVAL**

This work shall consist of removal of a portion of the existing retaining wall and 2' x 2' box culvert as detailed in the plans. This work shall be performed in accordance with the applicable portions of Section 501 of the Standard Specifications and as specified herein.

This work will be paid for at the contract unit price per cubic yard for CONCRETE REMOVAL which price shall include all material, equipment and labor required to sawcut, remove and dispose of the existing concrete.

## **CONCRETE STRUCTURES**

This work shall be in accordance with Section 503 of the Standard Specifications and as specified herein.

All existing horizontal reinforcement bars shall be cleaned and incorporated into the new concrete. All proposed reinforcement bars can be plain or epoxy coated.

This work shall be paid for in accordance with Section 503.22 except that all reinforcement bars will be included in the cost of CONCRETE STRUCTURES.

## **MANHOLE TYPE A, 5' DIAMETER WITH TYPE 1 FRAME OPEN LID AND EXISTING 12" DRAINAGE PIPES**

There are two existing 12" HDPE drainage pipes that will need to be connected to the proposed manhole. The 12 HDPE pipe draining the roadside ditch shall be relaid in a straight line and terminated inside the manhole. The excess pipe material will then be used to extend the existing 12" HDPE pipe coming out of the roadway inlet to the proposed manhole. The contractor shall provide a polyethylene slip external snap coupler of the appropriate size to join the two 12" HDPE pipe sections.

This work shall be included in the cost of the MANHOLE TYPE A, 5' DIAMETER, TYPE 1 FRAME, OPEN LID and no additional compensation will be allowed.

**GEOTECHNICAL REINFORCEMENT**

This work shall be done as shown on the plans, as directed by the Engineer, and in accordance with Section 205 of the Standard Specifications, and as herein specified. Biaxial geogrid shall be placed in horizontal layers with a 4 inch vertical separation between layers. The geogrid shall have a minimum embedment length of 9.0 feet on either side of the manhole. The geogrid reinforcement shall conform to the properties listed below.

<b>Property</b>	<b>Units</b>	<b>MD Value</b>
Aperture Size	inch	¾ - 1 ½
Minimum Rib Thickness	inch	0.03
Flexural Rigidity	mg-cm	250,000 min
Tensile Strength @ 2% Strain	lb/ft	270
Tensile Strength @ 5% Strain	lb/ft	550
Ultimate Tensile Strength	lb/ft	1250
Junction Efficiency	%	93

Alternate geogrid materials will be considered. Such alternate material specifications must be provided to the Engineer on the pre-job date. Alternate material packages must be submitted to the Engineer a minimum of 20 days prior to beginning construction of the grid reinforced slope.

Submittal packages must include, as a minimum, the following:

1. A sample of the geogrid and certified specification sheets.
2. Recommended installation instructions.

**Construction Requirements.** The geogrid shall be pulled taut, staked in place and the embankment placed outward toward the toe of the slope to minimize development of slack or distortion in the subgrade reinforcement. Lap splicing shall be done in accordance with manufacturer's recommendations.

**Method of Measurement.** Measurement of the GEOTECHNICAL REINFORCEMENT is on a square yard basis. Each layer of grid shall be measured in place. Any embedment beyond that required by the plans and special provisions and not required by the Engineer will not be included in measurement for payment. Payment shall include supply and installation of geogrid and all incidentals.

**Basis of Payment.** The biaxial geogrid shall be paid for at the contract unit price per square yard, measured in place, for GEOTECHNICAL REINFORCEMENT. Furnishing, preparing, and placing the geogrid and all equipment, tools, and incidentals necessary to complete the item will be included in the contract unit price for GEOTECHNICAL REINFORCEMENT.

## UTILITIES – LOCATIONS/INFORMATION ON PLANS

Effective: November 8, 2013

The locations of existing water mains, gas mains, sewers, electric power lines, telephone lines, and other utilities as shown on the plans are based on field investigation and locations provided by the utility companies, but they are not guaranteed. Unless elevations are shown, all utility locations shown on the cross sections are based on the approximate depth supplied by the utility company. It shall be the Contractor's responsibility to ascertain their exact location from the utility companies and by field inspection.

## EMBANKMENT (RESTRICTIONS)

Effective January 21, 2005 Revised August 3, 2007

Add the following to the requirements of Article 205.04:

Gravel, crushed stone or soils having less than 35% passing the number 200 sieve and other materials as allowed by Article 202.03 of the standard specifications are further restricted. These further restricted materials are also limited to the interior of the embankment and shall have a minimum cover of 3' (1 m) of non-restricted soil (see "Borrow and Furnished Excavation" Special Provision). Alternating layers of further restricted material and cohesive soil will not be permitted. The further restricted materials may only be incorporated into the embankment by using one of the following procedures:

- a. The further restricted materials shall be placed in 4" lifts and disked with the underlying lift material until a uniform and homogenous material is formed having more than 35% passing the number 200 sieve.
- b. Sand, gravel or crushed stone embankment when placed on the existing ground surface will be drained using a 10' (3 m) by 10' (3 m) french drain consisting of nonwoven geotechnical fabric with 12" (0.3 m) of B-3 riprap. This shall be constructed on both sides of the embankment at the toe of the foreslope spaced 150' (46 m) apart. At locations requiring a French drain the 3' (1 m) cohesive cap shall not be installed within the 10' by 10' riprap area. If the Engineer determines that the existing ground is a granular free draining soil, the french drain may be deleted.
- c. Sand, gravel or crushed stone embankment when placed on top of a cohesive embankment will be drained with a permanent 4" (100 mm) underdrain system. The underdrain system shall consist of a longitudinal underdrain on both sides of the embankment and transverse underdrains spaced at 250' (75 m) centers. The underdrain shall consist of a 2' (0.6 m) deep by 1' (0.3 m) wide trench, backfilled with FA4 sand and a 4" (100 mm) diameter underdrain. In addition, both sides of the embankment will have a 6" (150 mm) diameter pipe drain which will drain the underdrain system and outletted into a permanent drainage structure or outletted by a headwall at the toe of the embankment.

The above work will not be paid for separately but shall be included in the cost of the various pay items involved.

**EMBANKMENT (SMALL EMBANKMENT)**

Effective October 1, 1999 Revised January 1, 2007

Revised the third paragraph of Article 205.06 of the Standard Specifications to read:

All material used for embankment shall not contain more than 120% of the optimum moisture except for the top 2 ft. (600 mm).

The top 2 ft. (600 mm) of all embankments shall not contain more than 110% of the optimum moisture determined according to AASHTO T99 (Method C). The 110% of optimum moisture limit may be waived in free draining granular material when approved by the Engineer.

**PCC QC/QA ELECTRONIC REPORTS SUBMITTAL**

Effective: April 26, 2013

Revised: April 26, 2015

The Contractor's QC personnel shall be responsible for electronically submitting PRO and IND MI 654 Air, Slump, Quantity Reports, PRO MI 655 PCC Strength Reports, and MI 504 Field/Lab Gradations to the Department. The format for the electronic submittals will be the PCC QC/QA reporting program, which will be provided by the Department. Microsoft Office 2007 or newer is required for this program which must be provided by the Contractor.

**PCC AUTOMATIC BATCHING EQUIPMENT**

Effective: April 23, 2010

Revised: November 7, 2014

Portland cement concrete provided shall be produced from batch plants that conform to the requirements of Article 1103.03 (a) and (b) of the Standard Specifications for Road and Bridge Construction. Semi-automatic batching will not be allowed.

In addition, the batching plant shall be a computerized plant interfaced with a printer and shall print actual batch weights and aggregate mixtures, all water added, amount of each admixture or additive per batch, and percentage variance from design. The ticket shall also state the actual water-cement ratio as batched, and the amount of water that can be added to the batch without exceeding the maximum water-cement ratio. Truck delivery tickets will still be required as per Article 1020.11 (a)(7) of the Standard Specifications.



**STATUS OF UTILITIES/UTILITIES TO BE ADJUSTED**

Effective: January 21, 2005

The following utilities are located within the project limits. For relocations, the utility companies have provided the estimated dates.

<b>Name, Contact, Address And Phone Number of Utility</b>	<b>Type</b>	<b>Location</b>	<b>Relocation Needed</b>	<b>Estimated Date Relocation Completed</b>
Nathan Hill Ameren #6 Executive Dr. Collinsville, IL 62234 (618)301-5327 <a href="mailto:nhill2@ameren.com">nhill2@ameren.com</a>	Electric/Gas	A.G./U.G.	No	N/A
Maria Zavala Greater Peoria Sanitary District 2322 S Darst St, Peoria, IL 61607 (309)272-4844 <a href="mailto:mzavala@gpsd.com">mzavala@gpsd.com</a>	Sanitary	U.G.	No	N/A
Butch Forkell Stratus Networks 4700 N. Prospect Rd. Peoria Heights, IL 61616 (309)696-6349 <a href="mailto:bforkell@stratusnet.com">bforkell@stratusnet.com</a>	Fiber Optic	U.G.	No	N/A
Janet Ahorn ATT Distribution 1000 Commerce Drive, Oak Brook, IL 60523 (630)573-6414 <a href="mailto:Ja1763@att.com">Ja1763@att.com</a>	Telephone	A.G./U.G.	No	N/A
Nemanja Stenojavic 602 High Point Ln. East Peoria, IL 61611 (309)670-0400 <a href="mailto:engineering@i3broadband.net">engineering@i3broadband.net</a>	Fiber Optic	U.G.	No	N/A

<b>Name, Contact, Address And Phone Number of Utility</b>	<b>Type</b>	<b>Location</b>	<b>Relocation Needed</b>	<b>Estimated Date Relocation Completed</b>
Martha Gieras Comcast 688 Industrial Dr. Elmhurst, IL 60126 (224)229-5862 <a href="mailto:Martha_gieras@comcast.com">Martha_gieras@comcast.com</a>	Cable	U.G./A.G.	No	N/A
Charles Barton Illinois American Water Co. 7500 N. Harker Dr. Peoria, IL 61615 (309)566-4148 <a href="mailto:charles.barton@amwater.com">charles.barton@amwater.com</a>	Water	U.G.	No	N/A
Randy Fancher Uniti Fiber/Golden Field Services 375 E. Stonebluff Rd. Veedersburg, IN 47987 <a href="mailto:rfancher@goldenfieldservice.com">rfancher@goldenfieldservice.com</a>	Fiber Optic	U.G.	No	N/A
Jane Gerdes City of Peoria 3505 N. Dries Ln. Peoria, IL 61604 (309)494-8819 <a href="mailto:jgerdes@peoriagov.org">jgerdes@peoriagov.org</a>	Storm Sewer	U.G.	No	N/A

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Recurring Special Provisions LRS1, LRS6 and Articles 105.07, 107.20, 107.31 and 108.02 of the Standard Specifications for Road and Bridge Construction shall apply.

The estimated utility relocation dates should be part of the progress schedule submitted by the Contractor. If any utility adjustments or relocations have not been completed by the above dates specified and when required by the Contractor's operations after these dates, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's critical path schedule is affected.

**DISPOSAL FEES (BDE)**

Effective: November 1, 2018

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

"(5) Disposal Fees. When the extra work performed includes paying for disposal fees at a clean construction and demolition debris facility, an uncontaminated soil fill operation or a landfill, the Contractor shall receive, as administrative costs, an amount equal to five percent of the first \$10,000 and one percent of any amount over \$10,000 of the total approved costs of such fees.

(6) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

(7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

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

a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Engineer.

b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

c. Quantities of materials, prices and extensions.

d. Transportation of materials.

e. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.

(8) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive, as administrative costs, an amount equal to five percent of the total approved costs of such work with the minimum payment being \$100.

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

80402

**EQUIPMENT PARKING AND STORAGE (BDE)**

Effective: November 1, 2017

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

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

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

80388

**MANHOLES, VALVE VAULTS, AND FLAT SLAB TOPS (BDE)**

Effective: January 1, 2018

Revised: March 1, 2019

Description. In addition to those manufactured according to the current standards included in this contract, manholes, valve vaults, and flat slab tops manufactured prior to March 1, 2019, according to the previous Highway Standards listed below will be accepted on this contract:

Product	Previous Standards		
Precast Manhole Type A, 4' (1.22 m) Diameter	602401-05	602401-04	602401-03
Precast Manhole Type A, 5' (1.52 m) Diameter	602402-01	602402	602401-03
Precast Manhole Type A, 6' (1.83 m) Diameter	602406-09	602406-08	602406-07
Precast Manhole Type A, 7' (2.13 m) Diameter	602411-07	602411-06	602411-05
Precast Manhole Type A, 8' (2.44 m) Diameter	602416-07	602416-06	602416-05
Precast Manhole Type A, 9' (2.74 m) Diameter	602421-07	602421-06	602421-05
Precast Manhole Type A, 10' (3.05 m) Diameter	602426-01	602426	
Precast Valve Vault Type A, 4' (1.22 m) Diameter	602501-04	602501-03	602501-02
Precast Valve Vault Type A, 5' (1.52 m) Diameter	602506-01	602506	602501-02
Precast Reinforced Concrete Flat Slab Top	602601-05	602601-04	

The following revisions to the Standard Specifications shall apply to manholes, valve vaults, and flat slab tops manufactured according to the current standards included in this contract:

Revise Article 602.02(g) of the Standard Specifications to read:

“(g) Structural Steel (Note 4) ..... 1006.04

Note 4. All components of the manhole joint splice shall be galvanized according to the requirements of AASHTO M 111 or M 232 as applicable.”

Add the following to Article 602.02 of the Standard Specifications:

“(s) Anchor Bolts and Rods (Note 5) ..... 1006.09

Note 5. The threaded rods for the manhole joint splice shall be according to the requirements of ASTM F 1554, Grade 55, (Grade 380).”

Revise the second paragraph of Article 1042.10 of the Standard Specifications to read:

“Catch basin Types A, B, C, and D; Manhole Type A; Inlet Types A and B; Drainage Structures Types 1, 2, 3, 4, 5, and 6; Valve Vault Type A; and reinforced concrete flat slab top (Highway Standard 602601) shall be manufactured according to AASHTO M 199 (M 199M), except as shown on the plans. Additionally, catch basins, inlets, and drainage structures shall have a minimum concrete compressive strength of 4500 psi (31,000 kPa) at 28 days and manholes,

valve vaults, and reinforced concrete flat slab tops shall have a minimum concrete compressive strength of 5000 psi (34,500 kPa) at 28 days.”

80393

**PORTLAND CEMENT CONCRETE (BDE)**

Effective: November 1, 2017

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

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

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

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

80389



**PROGRESS PAYMENTS (BDE)**

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

- “(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics’ Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department’s Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department’s obligation to pay the Contractor, the Contractor’s obligation to pay the subcontractor, and the Contractor’s or subcontractor’s total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”

80328

**SILT FENCE, GROUND STABILIZATION AND RIPRAP FILTER FABRIC (BDE)**

Effective: November 1, 2019

Revise Article 1080.02 of the Standard Specifications to read:

**“1080.02 Geotextile Fabric.** The fabric for silt filter fence shall consist of woven fabric meeting the requirements of AASHTO M 288 for unsupported silt fence.

The fabric for ground stabilization shall consist of woven yarns or nonwoven filaments of polyolefins or polyesters. Woven fabrics shall be Class 2 and nonwoven fabrics shall be Class 1 according to AASHTO M 288.

The physical properties for silt fence and ground stabilization fabrics shall be according to the following.

PHYSICAL PROPERTIES			
	Silt Fence Woven <sup>1/</sup>	Ground Stabilization Woven <sup>2/</sup>	Ground Stabilization Nonwoven <sup>2/</sup>
Grab Strength, lb (N) <sup>3/</sup> ASTM D 4632	123 (550) MD 101 (450) XD	247 (1100) min. <sup>4/</sup>	202 (900) min. <sup>4/</sup>
Elongation/Grab Strain, % ASTM D 4632 <sup>4/</sup>	49 max.	49 max.	50 min.
Trapezoidal Tear Strength, lb (N) ASTM D 4533 <sup>4/</sup>	--	90 (400) min.	79 (350) min.
Puncture Strength, lb (N) ASTM D 6241 <sup>4/</sup>	--	494 (2200) min.	433 (1925) min.
Apparent Opening Size, Sieve No. (mm) ASTM D 4751 <sup>5/</sup>	30 (0.60) max.	40 (0.43) max.	40 (0.43) max.
Permittivity, sec <sup>-1</sup> ASTM D 4491	0.05 min.		
Ultraviolet Stability, % retained strength after 500 hours of exposure ASTM D 4355	70 min.	50 min.	50 min.

- 1/ NTPEP results or manufacturer's certification to meet test requirements.
- 2/ NTPEP results to meet test requirements. Manufacturer shall have public release status and current reports on laboratory results in Test Data of NTPEP's DataMine.
- 3/ MD = Machine direction. XD = Cross-machine direction.
- 4/ Values represent the minimum average roll value (MARV) in the weaker principle direction, MD or XD.

5/ Values represent the maximum average roll value.”

Revise Article 1080.03 of the Standard Specifications to read:

**“1080.03 Filter Fabric.** The filter fabric shall consist of woven yarns or nonwoven filaments of polyolefins or polyesters. Woven fabrics shall be Class 3 for riprap gradations RR 4 and RR 5, and Class 2 for RR 6 and RR 7 according to AASHTO M 288. Woven slit film geotextiles (i.e. geotextiles made from yarns of a flat, tape-like character) shall not be permitted. Nonwoven fabrics shall be Class 2 for riprap gradations RR 4 and RR 5, and Class 1 for RR 6 and RR 7 according to AASHTO M 288. After forming, the fabric shall be processed so that the yarns or filaments retain their relative positions with respect to each other. The fabric shall be new and undamaged.

The filter fabric shall be manufactured in widths of not less than 6 ft (2 m). Sheets of fabric may be sewn together with thread of a material meeting the chemical requirements given for the yarns or filaments to form fabric widths as required. The sheets of filter fabric shall be sewn together at the point of manufacture or another approved location.

The filter fabric shall be according to the following.

PHYSICAL PROPERTIES <sup>1/</sup>				
	Gradation Nos. RR 4 & RR 5		Gradation Nos. RR 6 & RR 7	
	Woven	Nonwoven	Woven	Nonwoven
Grab Strength, lb (N) ASTM D 4632 <sup>2/</sup>	180 (800) min.	157 (700) min.	247 (1100) min.	202 (900) min.
Elongation/Grab Strain, % ASTM D 4632 <sup>2/</sup>	49 max.	50 min.	49 max.	50 min.
Trapezoidal Tear Strength, lb (N) ASTM D 4533 <sup>2/</sup>	67 (300) min.	56 (250) min.	90 (400) min.	79 (350) min.
Puncture Strength, lb (N) ASTM D 6241 <sup>2/</sup>	370 (1650) min.	309 (1375) min.	494 (2200) min.	433 (1925) min.
Ultraviolet Stability, % retained strength after 500 hours of exposure - ASTM D 4355	50 min.			

1/ NTPEP results to meet test requirements. Manufacturer shall have public release status and current reports on laboratory results in Test Data of NTPEP’s DataMine.

2/ Values represent the minimum average roll value (MARV) in the weaker principle direction [machine direction (MD) or cross-machine direction (XD)].

As determined by the Engineer, the filter fabric shall meet the requirements noted in the following after an onsite investigation of the soil to be protected.

Soil by Weight (Mass) Passing the No. 200 sieve (75 $\mu\text{m}$ ), %	Apparent Opening Size, Sieve No. (mm) - ASTM D 4751 <sup>1/</sup>	Permittivity, $\text{sec}^{-1}$ ASTM D 4491
49 max.	60 (0.25) max.	0.2 min.
50 min.	70 (0.22) max.	0.1 min.

1/ Values represent the maximum average roll value.”

80419

**SUBCONTRACTOR AND DBE PAYMENT REPORTING (BDE)**

Effective: April 2, 2018

Add the following to Section 109 of the Standard Specifications.

**"109.14 Subcontractor and Disadvantaged Business Enterprise Payment Reporting.**  
The Contractor shall report all payments made to the following parties:

- (a) first tier subcontractors;
- (b) lower tier subcontractors affecting disadvantaged business enterprise (DBE) goal credit;
- (c) material suppliers or trucking firms that are part of the Contractor's submitted DBE utilization plan.

The report shall be made through the Department's on-line subcontractor payment reporting system within 21 days of making the payment."

80397

**SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

"This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%"

80391

**TRAFFIC CONTROL DEVICES - CONES (BDE)**

Effective: January 1, 2019

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

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

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

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

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

80409

**WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

| Revised: April 2, 2015

| The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

| The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

80302



**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within 15 working days.

80071

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

SPECIAL PROVISION  
FOR  
INSURANCE

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

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

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

City of Peoria

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Maurer-Stutz, Inc.

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

City of Peoria  
Prospect Road/Humboldt Avenue Retaining Wall Repairs  
Peoria County

## **APPENDIX A**

- EOO DOCUMENTS
- CONTRACT DELIVERABLES
- MISCELLANEOUS



**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 ENTERPRISE DIRECTORY**

To assist Bidders in their outreach efforts, the City of Peoria has developed a Minority and Women Business Enterprise (M/WBE) directory. Go to the City's website at [www.ci.peoria.il.us/mwbe](http://www.ci.peoria.il.us/mwbe) to view the directory.

## **EQUAL EMPLOYMENT OPPORTUNITY**

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

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



## CITY OF PEORIA SUBCONTRACTOR PAYMENT FORM

**PRIME CONTRACTOR**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_

**PROJECT**

Name: \_\_\_\_\_  
 Pay Estimate No: \_\_\_\_\_  
 Percent Complete: \_\_\_\_\_ %  
 Work Period: \_\_\_\_\_ to \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
 Date



## CITY OF PEORIA MONTHLY WORKFORCE ANALYSIS

Check appropriate status

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

Contractor  
 Subcontractor

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

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

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

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

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

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

**Instructions:** The total number of hours worked on the project (Hours of Employment), and the total number of individuals working on the project during the reporting period (Number of Employees) should be submitted on this form to the Project Resident Engineer every month. Each contractor and subcontractor should submit with this form certified payroll records for the period covered. The prime contractor is responsible for securing and submitting with his/her report, reports from all subcontractors.



CITY OF PEORIA
NOTIFICATION OF CHANGE IN PARTICIPATION

Type of Change
Subcontractor. Complete Part 1
Self-Performance. Complete Part 2
Date:

PRIME CONTRACTOR

PROJECT

Name:
Address:
Phone:

PART 1

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

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

Will scope of work change? Yes No
Describe change

Reason for Contractor Change

PART 2

Complete if deviating from intent to self-perform.

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

Change was due to Emergency Non-Emergency
Explain Situation

Describe good faith efforts to utilize M/WBE

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

Signed: Contractor Title





## CONSTRUCTION DEBRIS MANIFEST

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

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

Generator \_\_\_\_\_

Hauler \_\_\_\_\_

Truck No. \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Approximate Weight of Material

\_\_\_\_\_

Approximate Volume of Material

\_\_\_\_\_

Disposition of Material:

Location: \_\_\_\_\_

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

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

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

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



**Substance Abuse Prevention Program Certification**

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

\_\_\_\_\_  
Date

TAPE HERE

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

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

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

TAPE HERE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postage  
Stamp  
Required

City of Peoria

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOLD HERE

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

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

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

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

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



Postage  
Stamp  
Required

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

County Peoria  
Local Public Agency City of Peoria  
Section Number \_\_\_\_\_  
Route \_\_\_\_\_

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_, Month and Year, between the \_\_\_\_\_ of \_\_\_\_\_ acting by and through its \_\_\_\_\_ known as the party of the first part, and \_\_\_\_\_ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. 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 do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section \_\_\_\_\_, in \_\_\_\_\_ approved by the Illinois Department of Transportation on \_\_\_\_\_ Date, are essential documents of this contract and are a part hereof.

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

Attest: \_\_\_\_\_ Clerk By \_\_\_\_\_  
(Seal) \_\_\_\_\_  
Party of the First Part  
*(If a Corporation)*

Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
President Party of the Second Part  
*(If a Co-Partnership)*

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

Partners doing Business under the firm name of \_\_\_\_\_  
Party of the Second Part  
*(If an individual)*  
Party of the Second Part



**Illinois Department  
of Transportation**

**Bond# 0234830**

**Contract Bond**

Route \_\_\_\_\_  
 County Peoria  
 Local Agency City of Peoria  
 Section \_\_\_\_\_

We, Stark Excavating, Inc.

a/an)  Individual  Co-partnership  Corporation organized under the laws of the State of Illinois,

as PRINCIPAL, and Berkley Insurance Company

\_\_\_\_\_ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

Seventy-Five thousand, Nine hundred & 00/100 Dollars ( \$75,900.00 ), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 14th day of October A.D. 2020

**PRINCIPAL**

Stark Excavating, Inc.  
(Company Name)

By: [Signature]  
**David K. Stark, Jr.** (Signature & Title) Vice President

Attest: [Signature]  
**Ila J. Slagell** (Signature & Title) Secretary

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

STATE OF ILLINOIS,  
COUNTY OF Champaign

I, Judith M. Sherman, a Notary Public in and for said county, do hereby certify that

David K. Stark, Jr. and Ila J. Slagell

(Insert names of individuals signing on behalf or PRINCIPAL)

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

Given under my hand and notarial seal this 14th day of October A.D. 2020

My commission expires 1/29/2022

[Signature]  
Notary Public  
**Judith M. Sherman**  
Notary Public, State of Illinois  
My Commission Expires 1/29/2022

**SURETY**

Berkley Insurance Company  
(Name of Surety)

By: [Signature]  
**Lucas Sherman** (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,  
COUNTY OF Champaign

I, Judith M. Sherman, a Notary Public in and for said county, do hereby certify that

Lucas Sherman

(Insert names of individuals signing on behalf or SURETY)

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

Given under my hand and notarial seal this 14th day of October A.D. 2020

My commission expires 1/29/2022

[Signature]  
Notary Public  
**Judith M. Sherman**  
Notary Public, State of Illinois  
My Commission Expires 1/29/2022

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

Attest:

(Awarding Authority)

Clerk

(Chairman/Mayor/President)



# CERTIFICATE OF LIABILITY INSURANCE

FILE NO. 20-234

DATE (MM/DD/YYYY)

10/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Risk Managers 2104 Windsor Place Suite B Champaign IL 61820	<b>CONTACT NAME:</b> Luke Sherman <b>PHONE (A/C, No, Ext):</b> (217) 239-3755 <b>FAX (A/C, No):</b> (217) 239-3769 <b>E-MAIL ADDRESS:</b> service@irmagency.com																					
<b>INSURED</b> Stark Excavating, Inc 1805 W Washington St Bloomington IL 61701-3703	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Old Republic General Ins Corp</td> <td></td> <td style="text-align: center;">24139</td> </tr> <tr> <td><b>INSURER B:</b> Starr Indemnity &amp; Liability Co</td> <td></td> <td style="text-align: center;">38318</td> </tr> <tr> <td><b>INSURER C:</b> Great American Insurance Company</td> <td></td> <td style="text-align: center;">16691</td> </tr> <tr> <td><b>INSURER D:</b> Travelers Property Casualty of America</td> <td></td> <td style="text-align: center;">25674</td> </tr> <tr> <td><b>INSURER E:</b> Westchester Surplus Lines Insurance</td> <td></td> <td style="text-align: center;">10172</td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> Old Republic General Ins Corp		24139	<b>INSURER B:</b> Starr Indemnity & Liability Co		38318	<b>INSURER C:</b> Great American Insurance Company		16691	<b>INSURER D:</b> Travelers Property Casualty of America		25674	<b>INSURER E:</b> Westchester Surplus Lines Insurance		10172	<b>INSURER F:</b>		
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**COVERAGES** **CERTIFICATE NUMBER:** 20-21 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		A5CGA00005	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A5CAA00005	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			1000585530201	02/01/2020	01/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A5CWA00005	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			TUE3326033	02/01/2020	01/01/2021	Each Occurrence Limit \$5,000,000 Aggregate Limit \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: Prospect Rd/Humboldt Ave Retaining Wall Repairs

Illinois Department of Transportation, City of Peoria and Maurer Stutz, Inc. are included as additional insureds with respect to general liability, as required by written contract. The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction.

**CERTIFICATE HOLDER**

**CANCELLATION**

Illinois Department of Transportation 2300 S Dirksen Pkwy Springfield IL 62764	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p>AUTHORIZED REPRESENTATIVE</p>
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