

**CITY OF PEORIA
CONTRACT**

This agreement, made and entered into this Tuesday, March 14, 2023, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and R.A. Cullinan & Son, a Div. of UCM, Inc., Party of The Second Part for the improvement known as the GALE AVENUE MILL & OVERLAY;

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the Party of the First Part, and according to the terms expressed in the bond referring to these presents, the Party of The Second Part agrees with said Party of The First Part, at his/their own proper cost and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all the terms of this agreement, for the amount of ONE MILLION FORTY-SIX THOUSAND NINETY-FIVE DOLLARS AND FORTY CENTS \$1,046,095.40.

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 \$25,000.

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

THE CITY OF PEORIA

BY: 
City Manager

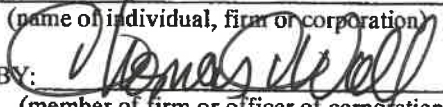
ATTEST: 
City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

PARTY OF THE SECOND PART

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

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

(If a Co-Partnership)

(seal)

(seal)

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

(If an Individual)

(seal)
(PARTY OF THE SECOND PART)

CITY OF PEORIA
PERFORMANCE BOND

NOW ALL MEN BY THESE PRESENTS, that we R.A. Cullinan & Son, a Div. of UCM, Inc.,
and individual, of _____

a co-partnership, of _____

a corporation organized under the laws of the State of Delaware

as Principal, and Travelers Casualty & Surety Company of America

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

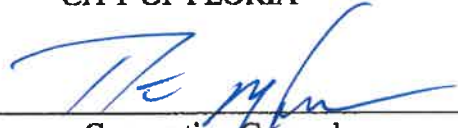
Peoria County, State of Illinois, in the penal sum of ONE MILLION FORTY-SIX THOUSAND NINETY-
FIVE DOLLARS AND FORTY CENTS \$1,046,095.40, lawful money of the United States, well and truly to be
paid unto said City of Peoria for the payment of which we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly, severally, and firmly by these presents.

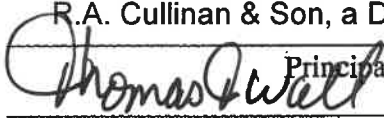
THE CONDITION OF THE FOREGOING OBLIGATIONS IS SUCH that whereas, the said Principal has
entered into a contract with the City of Peoria for GALE AVENUE MILL & OVERLAY in accordance with the
terms and conditions of said contract, which is hereby referred to and made a part hereof as if fully set forth
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.

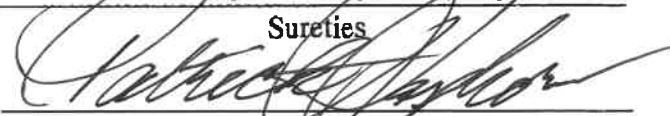
IN WITNESS WHEREOF, We have duly executed the forgoing Obligation this 14th day of March, 2023

EXAMINED AND APPROVED FOR THE
CITY OF PEORIA

By 
Corporation Counsel

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

Thomas J. Wall, Vice President
Travelers Casualty & Surety Company of America


Sureties

Patrick J. Taphorn, Attorney-in-Fact

STATE OF Illinois)
) SS
COUNTY OF Tazewell)

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

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

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

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

Given under my hand and Notarial Seal, this 21st day of March, 2023 .



Kristi Calvert
Notary Public



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

POWER OF ATTORNEY

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

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



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

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




Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this **21st** day of **March**, 2023




Kevin E. Hughes, Assistant Secretary

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

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INSTRUCTIONS TO BIDDERS

PROPOSAL DOCUMENTS

Instructions to Bidders

1. Notice of Bidding

- a. **Time and Place of Opening Bids.** Sealed proposals for the improvement described herein will be received at the Office of the City Engineer, Public Works Facility, 3505 N. Dries Lane, Peoria, Illinois, until 10:00 AM on March 2, 2023 and at that time publicly opened and read.
- b. **Description of Work.**
 - i. *Proposed improvement is officially known as Gale Ave Mill & Overlay*
 - ii. *The proposed improvement consists of pavement resurfacing, ADA sidewalk ramps, concrete island removal and replacement, and pavement marking.*

2. Copies of Bidding Documents

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

3. Qualifications of Bidders

- a. To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid the following information:
- b. Evidence of Bidder's authority to do business in the state where the Project is located.
- c. Evidence of Bidder's prequalification with the Illinois Department of Transportation to perform the type of work required to complete this Project.
- d. Bidder's state or other contractor license number, if applicable.
- e. A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- f. No requirement in this Article 3 to submit information will prejudice the right of City to seek additional pertinent information regarding Bidder's qualifications.
- g. Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

4. Site Visit and Testing by Bidders

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

5. Bidder's Representations

- a. It is the responsibility of each Bidder before submitting a Bid to:
 - i. *examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;*
 - ii. *visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;*
 - iii. *become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;*
 - iv. *consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;*
 - v. *agree, based on the information and observations referred to in the*

preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- vi. become aware of the general nature of the work to be performed by City and others at the Site that relates to the Work as indicated in the Bidding Documents;*
- vii. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;*
- viii. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and*
- ix. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.*

- b. Bidder acknowledges a current City of Peoria EEO Certification Number is required prior to being awarded a City of Peoria Contract.

6. Contract Times

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

7. Substitute and "Or-Equal" Items

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

8. Subcontractors, Suppliers, and Others

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

9. Preparation of Bid

- a. The Bid Form is included with the Bidding Documents.
 - i. *All blanks on the Bid Form shall be completed and the Bid Form signed. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.*
 - ii. *Each Bidder is required to submit prices for the Base Bid and Alternate Bid.*
- b. A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.
- c. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The address for receiving notices of the partnership shall be shown.
- d. A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the address for receiving notices of the firm shall be shown.
- e. A Bid by an individual shall show the Bidder's name and address for receiving notices.
- f. A Bid by a joint venture shall be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The address for receiving notices of the joint venture shall be shown.
- g. All names shall be printed below the signatures.
- h. The Bid shall acknowledge receipt of all Addenda on the Bid Form.
- i. Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

- j. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- k. All proposals must be accompanied by a proposal guaranty. Such guaranty may be in the form of a Bid Bond provided in this document, a proposal guarantee of cash, a Bank Cashier Check, or a properly certified check made payable to the City of Peoria, for not less than five percent (5%) of the amount of the bid.

10. Opening of Bids, modification and withdrawal

- a. Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- b. A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- c. If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid and submit a new Bid prior to the date and time for the opening of Bids.
- d. If within 24 hours after Bids are opened any Bidder files a duly signed written notice with City and promptly thereafter demonstrates to the reasonable satisfaction of City that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

11. Evaluation of Bids and Award of Contract

- a. All Bids will remain subject to acceptance for the period stated in the Bid Form, but City may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.
- b. City reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. City will reject the Bid of any Bidder that City finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the City will reject the Bid as nonresponsive; provided that City also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

- c. If City awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- d. Evaluation of Bids
 - i. *In evaluating Bids, City will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.*
 - ii. *For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items*
- e. In evaluating whether a Bidder is responsible, City will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- f. City may conduct such investigations as City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- g. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to City, it shall be accompanied by required bonds and insurance documentation.

12. Signing of Agreement

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

13. Sales and Use Taxes

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

PROPOSAL BID FORM

Proposal Bid Form

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>2-22-23</u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

PROPOSAL BID FORM

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

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

PROPOSAL BID FORM

- E. The undersigned certifies that it is not delinquent in the payment of any indebtedness, tax, fee or fine owed to the City of Peoria, or in the payment of any tax administered by the Illinois Department of Revenue, and is in compliance with the terms and conditions of Sec. 10-109 of the Peoria City Code and 65 ILCS 5/11-42.1-1.
- F. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the City of Peoria, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it has not been barred from bidding by the Federal, State or local governments and has not been suspended or debarred from receiving federal funding.
- G. EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR, (hereinafter referred to as “SERVICE PROVIDER”) agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City’s determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). This provision does not apply to any City employee involved in the 2018-2019 reduction in force, furlough or early retirement incentive offered by the city within 2018-2019. This shall not apply to any city employee involved in the 2020-2021 reduction in force, furlough or early retirement incentive offered by the city within 2020-2021.
- H. Each Bidder must be prequalified with the Illinois Department of Transportation to perform the type of construction work necessary for the project. Bidders shall include a copy of their Illinois Department of Transportation “Certificate of Eligibility” with their bid.
- I. To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria, must be registered in the City of Peoria’s Contract Compliance Program and have a current EEO Certification Number. This program is unrelated to any State and Federal program.

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

PROPOSAL BID FORM

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

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

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

EEO CERTIFICATION* (Check one):

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

Certificate of Compliance Number: 00676-230630

ARTICLE 5 – BASIS OF BID

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

Item	Description	Quantity	Unit	Unit Price	Amount
1	TOPSOIL FURNISH AND PLACE, 4"	354	SQ YD		
2	SODDING	354	SQ YD		
3	AGGREGATE BASE COURSE, TYPE B	156	TON		
4	PORTLAND CEMENT CONCRETE BASE COURSE WIDENING (VARIABLE DEPTH)	235	SQ YD		
5	POLYMERIZED BITUMINOUS MATERIALS (TACK COAT)	8388	POUND		
6	TEMPORARY RAMP	279	SQ YD		
7	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N50	1298	TON		
8	INCIDENTAL HOT-MIX ASPHALT SURFACING	40	TON		
9	DETECTABLE WARNINGS	340	SQ FT		
10	PAVEMENT REMOVAL	300	SQ YD		
11	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	10653	SQ YD		
12	CURB REMOVAL	218	FOOT		
13	COMBINATION CURB AND GUTTER REM	6	FOOT		
14	SIDEWALK REMOVAL	3480	SQ FT		



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

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

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

Quote To: City of Peoria

Job Name: City of Peoria Gale Ave Overlay
Project Location: Peoria, IL

Date of Plans:

Bid Date: 3/2/2023

FSA: 030223COPGAO

Addendum: ADD #1

Attn:
Phone:
Mobile:
Email:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Topsoil Furnish and Place, 4"	354.00	SY	13.25	4,690.50
2	Sodding	354.00	SY	21.73	7,692.42
3	Aggregate Base Course, Type B	156.00	TON	74.20	11,575.20
4	PCC Base Course Widening (Variable Depth)	235.00	SY	95.40	22,419.00
5	Poly Bituminous Materials (Tack Coat)	8,388.00	LB	2.83	23,738.04
6	Temporary Ramp	279.00	SY	55.37	15,448.23
7	HMA Surface Cse, IL-9.5, Mix "C", N50	1,298.00	TON	162.84	211,366.32
8	Detectable Warnings	340.00	SF	42.40	14,416.00
9	Pavement Removal	300.00	SY	28.62	8,586.00
10	HMA Surface Removal, 2"	10,653.00	SY	8.17	87,035.01
11	Curb Removal	218.00	LF	26.50	5,777.00
12	Combination Curb and Gutter Removal	6.00	LF	106.00	636.00
13	Sidewalk Removal	3,480.00	SF	5.30	18,444.00
14	Class D Patches, Type IV, 7 Inch	394.00	SY	216.15	85,163.10
15	Class D Patches, Type IV, 10 Inch	881.00	SY	231.24	203,722.44
16	Pipe Handrail	7.50	LF	583.00	4,372.50
17	Concrete Median Surface, 4 Inch	252.00	SF	21.20	5,342.40
18	Chain Link Fence, 4'	76.30	LF	132.50	10,109.75
19	Mobilization	1.00	LSUM	62,469.84	62,469.84
20	Short Term Pavement Marking	466.00	LF	1.72	801.52
21	Short Term Pavement Marking Removal	209.00	SF	7.21	1,506.89
22	Relocate Sign Panel Assembly - TY A	7.00	EACH	563.14	3,941.98
23	PCC Sidewalk 4 Inch, (Special)	5,471.00	SF	21.20	115,985.20
24	HMA Surface Removal, Var. Depth	696.00	SY	24.48	17,038.08
25	Island Removal	106.00	SF	21.20	2,247.20
26	Concrete Curb, Type B (Special)	379.00	LF	106.00	40,174.00
27	Traffic Control and Protection, (Special)	1.00	LSUM	31,705.00	31,705.00
28	Sign Removal	2.00	EACH	498.64	997.28
29	Concrete Steps	0.40	CY	3,180.00	1,272.00
30	Concrete Step Removal	1.00	EACH	1,060.00	1,060.00
31	Construction Layout	1.00	LSUM	7,849.57	7,849.57

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
32	Fence Removal (Special)	87.50	LF	10.60	927.50
33	Timber Retaining Wall Removal	43.00	LF	28.61	1,230.23
	Total Base Bid Amount				\$1,029,740.20
34	Mod Urethane Pavt Mark - Line 4"	262.00	LF	11.31	2,963.22
35	Mod Urethane Pavt Mark - Line 6"	124.00	LF	14.59	1,809.16
36	Mod Urethane Pavt Mark - Line 24"	562.00	LF	20.61	11,582.82
	Total Alternate Bid Amount				\$16,355.20

NOTES:

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

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

Signed Thomas Wall

Signed _____

Date 3/2/23

Date _____

ADD #1 ACKNOWLEDGED

Faint, illegible text at the top of the page, possibly bleed-through from the reverse side.

U

How to do it
5/1/02

Small handwritten text at the bottom right, possibly a signature or date.

U

U

PROPOSAL BID FORM

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

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Certificate of Compliance Number: 00676-230630

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2	SODDING	354	SQ YD		
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4	PORTLAND CEMENT CONCRETE BASE COURSE WIDENING (VARIABLE DEPTH)	235	SQ YD		
5	POLYMERIZED BITUMINOUS MATERIALS (TACK COAT)	8388	POUND		
6	TEMPORARY RAMP	279	SQ YD		
7	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N50	1298	TON		
8	DETECTABLE WARNINGS	340	SQ FT		
9	PAVEMENT REMOVAL	300	SQ YD		
10	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	10653	SQ YD		
11	CURB REMOVAL	218	FOOT		
12	COMBINATION CURB AND GUTTER REM	6	FOOT		
13	SIDEWALK REMOVAL	3480	SQ FT		

SEE ATTACHED SHEET

Addendum #1
2-22-23

PROPOSAL BID FORM

Item	Description	Quantity	Unit	Unit Price	Amount
14	CLASS D PATCHES, TYPE IV, 7 INCH	394	SQ YD		
15	CLASS D PATCHES, TYPE IV, 10 INCH	881	SQ YD		
16	PIPE HANDRAIL	7.5	FOOT		
17	CONCRETE MEDIAN SURFACE, 4 INCH	252	SQ FT		
18	CHAIN LINK FENCE, 4'	76.3	FOOT		
19	MOBILIZATION	1	L SUM		
20	SHORT TERM PAVEMENT MARKING	466	FOOT		
21	SHORT TERM PAVEMENT MARKING REMOVAL	209	SQ FT		
22	RELOCATE SIGN PANEL ASSEMBLY - TY A	7	EACH		
23	PCC SIDEWALK 4 INCH, SPECIAL	5471	SQ FT		
24	HMA SURFACE REMOVAL, VAR. DEPTH	696	SQ YD		
25	ISLAND REMOVAL	106	SQ FT		
26	CONCRETE CURB, TYPE B (SPECIAL)	379	FOOT		
27	TRAFFIC CONT AND PROT, (SPECIAL)	1	L SUM		
28	SIGN REMOVAL	2	EACH		
29	CONCRETE STEPS	0.4	CU YD		
30	CONCRETE STEP REMOVAL	1	EACH		
31	CONSTRUCTION LAYOUT	1	L SUM		
32	FENCE REMOVAL (SPECIAL)	87.5	FOOT		
33	TIMBER RETAINING WALL REMOVAL	43.0	FOOT		

SEE ATTACHED SHEET

Total Base Bid Amount \$1,029,740.20

in writing One million, twenty nine thousand, seven hundred forty and 20/100

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

Item	Description	Quantity	Unit	Unit Price	Amount
34	MOD URETHANE PAVT MARK - LINE 4"	262	FOOT		
35	MOD URETHANE PAVT MARK - LINE 6"	124	FOOT		
36	MOD URETHANE PAVT MARK - LINE 24"	562	FOOT		

SEE ATTACHED SHEET

Total Alternate Bid Amount \$16,355.20

in writing Sixteen thousand, three hundred fifty five and 20/100

Addendum #1
2-22-23

PROPOSAL BID FORM

Item	Description	Quantity	Unit	Unit Price	Amount
15	CLASS D PATCHES, TYPE IV, 7 INCH	394	SQ YD		
16	CLASS D PATCHES, TYPE IV, 10 INCH	881	SQ YD		
17	PIPE HANDRAIL	7.5	FOOT		
18	CONCRETE MEDIAN SURFACE, 4 INCH	252	SQ FT		
19	CHAIN LINK FENCE, 4'	76.3	FOOT		
20	MOBILIZATION	1	L SUM		
21	SHORT TERM PAVEMENT MARKING	466	FOOT		
22	SHORT TERM PAVEMENT MARKING REMOVAL	209	SQ FT		
23	RELOCATE SIGN PANEL ASSEMBLY - TY A	7	EACH		
24	TEMPORARY RUBBER RAMPS FOR DRAINAGE AND UTILITY CASTINGS	30	EACH		
25	PCC SIDEWALK 4 INCH, SPECIAL	5471	SQ FT		
26	HMA SURFACE REMOVAL, VAR. DEPTH	696	SQ YD		
27	ISLAND REMOVAL	106	SQ FT		
28	CONCRETE CURB, TYPE B (SPECIAL)	379	FOOT		
29	TRAFFIC CONT AND PROT, (SPECIAL)	1	L SUM		
30	SIGN REMOVAL	2	EACH		
31	CONCRETE STEPS	0.4	CU YD		
32	CONCRETE STEP REMOVAL	1	EACH		
33	CONSTRUCTION LAYOUT	1	L SUM		
34	FENCE REMOVAL (SPECIAL)	87.5	FOOT		
35	MATERIAL TRANSFER DEVICE	1298	TON		
36	TIMBER RETAINING WALL REMOVAL	43.0	FOOT		
Total Base Bid Amount					

in writing _____

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

Item	Description	Quantity	Unit	Unit Price	Amount
37	MOD URETHANE PAVT MARK - LINE 4"	262	FOOT		
38	MOD URETHANE PAVT MARK - LINE 6"	124	FOOT		
39	MOD URETHANE PAVT MARK - LINE 24"	562	FOOT		
Total Alternate Bid Amount					

in writing _____

PROPOSAL BID FORM

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

PROPOSAL BID FORM


ARTICLE 8 – BID SUBMITTAL

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

By: 
[Signature]

[Printed name] Thomas T. Wall

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

Attest: 
[Signature]

[Printed name] Jeff Sinn

Title: Assist. Corp Secretary

Submittal Date: March 2, 2023

Address for giving notices:

121 W Park St. PO Box 166

Tremont, IL 61568

Telephone Number: (309) 925-2711

Fax Number: 309-925-7131

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

tom.wall@ucm.biz

Bidder's License No.:

(where applicable)

Donald W. ...

...



Illinois Department of Transportation

Certificate of Eligibility

R. A. Cullinan & Son, a Division of United Contractors Midwest, Inc.
P. O. Box 166 Tremont, IL 61568-0166

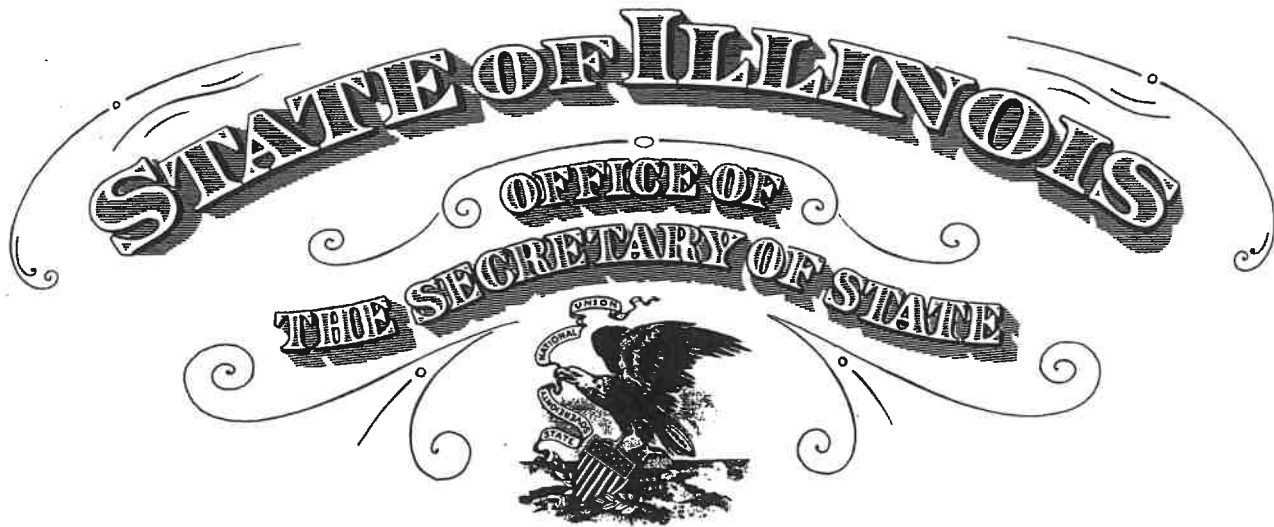
Contractor No 1284

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

001 EARTHWORK	Unlimited	08A	AGGREGATE BASES & SURF. (A)	\$21,050,000
002 PCC PAVING	Unlimited	09C	HWY., R.R. & WATERWAY STR.	\$20,850,000
003 HMA PLANT MIX	Unlimited	15A	COVER & SEAL COATS (A)	\$18,275,000
006 CLEAN & SEAL CRACKS/JOINTS	\$400,000			
007 SOIL STABILIZATION & MOD.	\$575,000			
012 DRAINAGE	\$13,550,000			
017 CONCRETE CONSTRUCTION	\$27,300,000			
018 LANDSCAPING	\$100,000			
021 TREE TRIM. & SEL. TREE REM.	\$475,000			
022 FENCING	\$50,000			
023 GUARDRAIL	\$250,000			
026 SIGNING	\$200,000			
031 PAVT. TEXTUR. & SURF. REM.	\$1,325,000			
032 COLD MILL, PLAN. & ROTOMILL	\$25,150,000			
034 DEMOLITION	\$2,775,000			

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/28/2022 TO 4/30/2023 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/28/2022.

[Signature]
Engineer of Construction



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

UNITED CONTRACTORS MIDWEST, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MAY 31, 2001, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 3RD day of MAY A.D. 2022 .



Jesse White

SECRETARY OF STATE

BID BOND

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

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

BID BOND

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



Local Public Agency Proposal Bid Bond



Local Public Agency City of Peoria	County Peoria	Section Number
---------------------------------------	------------------	----------------

WE, R.A. Cullinan & Son, A Division of UCM, Inc. as PRINCIPAL, and Travelers Casualty & Surety Company of America as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") 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 LPA 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 LPA 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 LPA 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 LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA 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 2nd of March, 2023
Day Month and Year

Principal

Company Name <u>R.A. Cullinan & Son, A Division of UCM, Inc.</u>	
Signature <u>Thomas T. Wall</u>	Date <u>3/2/23</u>
Title <u>Thomas T. Wall, Vice President</u>	

Company Name	
Signature	Date
Title	

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

Surety

Name of Surety <u>Travelers Casualty & Surety Company of America</u>

Signature of Attorney-in-Fact <u>Patrick J. Taphorn</u>	Date <u>3/2/23</u>
--	-----------------------

STATE OF IL
COUNTY OF TAZEWELL

I Amy E. Ries, a Notary Public in and for said county do hereby certify that

Thomas T. Wall and Patrick J. Taphorn

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

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

Given under my hand and notarial seal this 2nd day of March, 2023
Day Month and Year



Notary Public Signature <u>Amy E. Ries</u>
Date commission expires <u>10/28/25</u>

Local Public Agency

County

Section Number

City of Peoria

Peoria

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LPA 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 LPA 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

Date

--

--

Title

--



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

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

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

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



Marie C. Tetreault
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this **2nd** day of **March**, 2023



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

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

PROPOSED PRODUCT SUBSTITUTIONS

Proposed Product Substitutions

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

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

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

5. EVALUATION

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

6. SIGNATURE OF BIDDER

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

Individual or Corporate Name

By



Address

121 W Park St. PO Box 166

Tremont, IL 61568

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**CITY OF PEORIA
SUBCONTRACTOR UTILIZATION STATEMENT**

Section I (select all that apply)

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

**Section II
PRIME CONTRACTOR**

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

PROJECT

Name: Gale Avenue Mill & Overlay
 Total Contract Value: \$1,046,095.40

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

Section III: Selected Subcontractors

Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
C and G Concrete Const. Co., Inc.	WBE	\$259,900.00	24.84	Misc. Removal Items, Misc. Concrete Items, and related work.
Lizz Trucking	MBE	\$8,400.00	0.80	Trucking (Milling and Paving)
Kelley Ironworks	WBE	\$4,125.00	0.39	Pipe Handrail
JD Traffic, Inc.	WBE	\$5,675.00	0.54	Traffic Control materials and layout.
CJL Landscaping	WBE	\$13,182.00	1.26	Topsoil and Sodding
Precision Pavement Marking	MBE	\$15,427.06	1.47	Mod. Urethane Pavement Markings
TOTALS		\$306,709.06	29.32	

**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
Millennia Professional Services of IL (MBE)	Construction Layout	Quote significantly higher than WBE quote.
Buddy's Ground Maintenance (MBE)	Topsoil and Sodding	Quote significantly higher than WBE quote.
Central IL Consulting, Inc. (WBE)	Construction Layout	Quote significantly higher than our cost.
Varsity Striping and Construction Co. (WBE)	Mod. Urethane Pavement Markings	Quote higher than MBE quote.

**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 (include contact info)	Contact Outcome
Clevenger Contractors Inc. (WBE)	Email to garyclever@irtc.net	Said they were not quoting.
Phoenix Corporation of the Quad Cities (WBE)	Email and phone call to Matt Decap/mdecap@phoenixcorp.org	Said they were not quoting.
Access Control	Email and phone call to Terry Harris/terry.accl@yahoo.com	Said they were not quoting.
Right Way Traffic Control, Inc. (WBE)	Email and phone call to Debbie Bryant/debbie@rightwaytraffic.com	No response.
Gardenscape Contractors, Inc.	Email and phone call to Scott/snieb.gci@gmail.com	Said they were not quoting.
Crowley Construction Corporation	Email and phone call to Bessie Crowley/bcrowley@wi.rr.com	No response.
Earthcare Unlimited, Inc. (WBE)	Email and phone call to Monica Thomley/earthcareunlimited@yahoo.co	No response.

**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

3/2/2023
 Date

Org.: May 2008
 Revised: January 30, 2023

For Office Use Only
 Reviewed by: _____

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63, 3.2.81. 2008/1

Section V: Subcontractors Contacted (M/WBE Only)

Subcontractor Name	Method of Contact (include contact info)	Contact Outcome
Xtreme Seeding	Email and phone call to Patty Nelson/patty@xtremeseeding.com	No response.

**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.

Thomas Wall
Signature of Prime Contractor

3/2/2023
Date

Org.: May 2008
Revised: January 30, 2023

For Office Use Only
Reviewed by: _____

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RETURN WITH BID



CITY OF PEORIA
MBE/ WBE PARTICIPATION WAIVER REQUEST

A. BIDDER/ PROPOSER HEREBY REQUESTS:

MBE WAIVER

WBE WAIVER

B. REASON FOR WAIVER REQUEST

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

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

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

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/ WBE PARTICIPATION

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

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

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

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

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

FOR OFFICE USE ONLY

APPROVED

DISAPPROVED

REVIEWED BY (1) _____ DATE _____

(2) _____ DATE _____

March 2, 2023

RE: Gale Avenue Mill and Overlay MBE Participation Waiver Request

We are requesting a waiver for MBE Participation on the Glen Avenue Improvement Project.

Reason for Waiver Request:

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

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

Good Faith Efforts to Obtain MBE/WBE Participation:

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

We reached out to the listed MBE and WBE subcontractors by email on 2/15/2023.

(2) Followed up on initial solicitations.

We followed up with the listed MBE and WBE subcontractors by phone call on 3/1/2023 and they either declined or did not respond.

(5) Engaged MBEs & WBEs for indirect participation.

We are using a MBE trucking company to maximize our MBE participation.

1972
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BIDDER QUALIFICATION STATEMENT

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

Bidder Qualification Statement

1. SUBMITTED BY:

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

2. SUBMITTED TO:

Owner: City of Peoria
Project Name: Gale Ave Mill & Overlay

TYPE OF WORK: Pavement resurfacing, ADA sidewalk ramps, concrete island removal and replacement, and pavement marking.

3. CONTRACTOR'S CONTACT INFORMATION

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

4. AFFILIATED COMPANIES:

Name: _____
Address: _____

BIDDER QUALIFICATION STATEMENT

5. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: Delaware

Date of Organization: 2/23/2001

Executive Officers:

- President: Robert W. Bruner

- Vice President(s): Thomas T. Wall

- Treasurer: Allen D. Cullinan

- Secretary: Allen D. Cullinan

BIDDER QUALIFICATION STATEMENT

LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

JOINT VENTURE

State of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

BIDDER QUALIFICATION STATEMENT

6. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

7. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

8. BONDING INFORMATION

Bonding Company: Travelers Casualty & Surety Company of America

Address: 1 Tower Sq 2MS

Hartford, CT 06183-0001

Bonding Agent: Unland Companies

Address: 2211 Broadway St #3945

Pekin, IL 61554

Contact Name: Thomas T. Wall

Phone: 309-925-2711

Aggregate Bonding Capacity: Unlimited

Available Bonding Capacity as of date of this submittal: Unlimited

BIDDER QUALIFICATION STATEMENT

9. CONSTRUCTION EXPERIENCE:

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

YES NO

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

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

YES NO

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

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

YES NO

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

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

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

BY: *Thomas Wall*

TITLE: Vice President

DATED: 3/2/2023

NOTARY ATTEST:

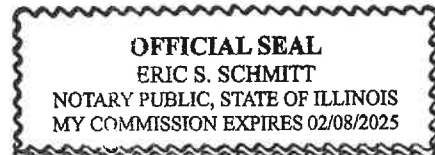
SUBSCRIBED AND SWORN TO BEFORE ME

THIS 2nd DAY OF March, 2023

E S Schmitt

NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXPIRES: 2/8/2025



REQUIRED ATTACHMENTS

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

10/10/10
10/10/10
10/10/10
10/10/10

BIDDER'S CERTIFICATION

Bidder's Certification

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

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

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

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

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

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

Signature Thomas T. Wall

Title Vice President

Date 3/2/2023

Corporate Seal (where appropriate)

On this 2nd day of March 2023

before me appeared (Name) Thomas T. Wall

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

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

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

Notary Public [Signature] Commission Expires 2/8/2025

Notary Seal



END OF DOCUMENT

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RECEIVED
MAY 12 1964
U.S. AIR FORCE
HEADQUARTERS
WASHINGTON, D.C.

HEALTH SAFETY & WELFARE AFFIDAVIT

(This Affidavit must be executed)

STATE OF Illinois)
) SS
COUNTY OF Tazewell)

Thomas T. Wall

being first duly sworn, deposes and says that he is Vice President
(Sole Owner, a Partner, President, Secretary, etc.) of R.A. Cullinan & Son, a Div. of UCM, Inc.
_____ the party making
the foregoing proposal or bid; that said Bidder has not received any citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings of any violation of state or federal laws which protect the health, safety, or welfare of workers, including but not limited to, Occupational Safety & Health Administration (OSHA), Family Medical Leave Act (FMLA), Fair LaborStandards Act (FLSA), Americans with Disabilities Act (ADA), Age Discrimination in EmploymentAct (ADEA), National Labor Relations Act (NLRA), the Federal Civil Rights Act, The Illinois HumanRights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity with whom it is submitting the bid, including joint ventures and partners, and also includingparent and subsidiary corporations or entities. If said Bidder has received any of the aforementioned violations, he shall include (as an attachment to this Affidavit) a complete, accurate, and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings of any violation of state or federal laws which protect thehealth, safety, or welfare of workers.

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

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

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

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



Affiant

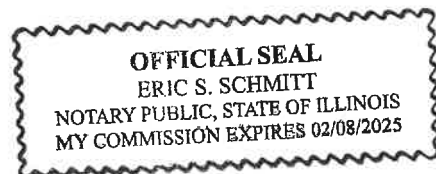
Subscribed and sworn to before me this 2nd day of March, 2023.



Notary Public

My Commission Expires: 2/8/2025

END OF DOCUMENT



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RECEIVED
FEB 11 1900
U.S. DEPT. OF AGRICULTURE
WASHINGTON, D.C.

Equal Employment Opportunity

EEO CONTRACT COMPLIANCE CLAUSE

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

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

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

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

During the performance of this contract, the Contractor agrees:

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

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

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

advising such labor organization or representative of the Contractor's obligations under Chapter 17. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with Chapter 17, the Contractor will promptly so notify the Equal Opportunity Office (hereinafter EOO) and/or the FEHC for the City of Peoria.

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

location under their control where segregated facilities are maintained.

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

(Revised 01/04)

**MINORITY AND WOMEN'S BUSINESS ENTERPRISE (M/WBE) PARTICIPATION
REQUIREMENTS FOR GOOD-FAITH EFFORTS
(Projects exceeding \$50,000)**



I. Description of Program

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

II. Pre-Bid Efforts when Awarding Subcontracts

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

III. Good-Faith Efforts Documentation when Utilizing Subcontractors

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

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

IV. Waiver Requirements When Self-Performing All Work

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

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

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

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

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

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

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

meaning of the paragraph (v)(2).

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

VII. Record Keeping and Reporting

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

VIII. Sanctions

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

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HUMAN RIGHTS ACT

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

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

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

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

General Conditions

REFERENCE TO IDOT STANDARD SPECIFICATIONS

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

CITY ENGINEER, RESIDENT ENGINEER, AND DESIGN ENGINEER

As defined in Article 101.16 of the Standard Specifications, the City Engineer of the City of Peoria is the Engineer referenced in the contract documents. The Resident Engineer/Resident Technician shall be identified by the Engineer at the initial project meeting and designated as the Engineer's Representative. The City of Peoria may also retain a consulting engineer to provide services on behalf of the Engineer during construction of the improvements. These persons and their responsibilities will be identified at the initial project meeting.

The City of Peoria hired a consulting engineer to evaluate the existing conditions and design the proposed improvements. The plan drawings and specifications were prepared under the direction of the Professional Engineer whose seal is on the plan coversheet. That person is the Design Engineer. Questions about the designer's intent shall be directed to the Engineer's Representative. The Engineer's Representative and/or City Engineer will consult the Design Engineer as necessary regarding the designer's intent and potential modifications to these plans that alter the designer's intent.

PROPERTY OWNER CONSIDERATIONS

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

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

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

CONTRACT TIME

The work shall be completed and ready for final payment by July 28, 2023, plus 15 working days based on a Notice to Proceed date not later than April 10th, 2023.

LIQUIDATED DAMAGES

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

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

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

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

PROJECT SCHEDULE

A Project Schedule indicating project milestones as required by Section 108 of the Standard Specifications shall be submitted to the Engineer before construction can begin on a project. Schedules shall be updated as requested by the City.

RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify and save harmless the CITY OF PEORIA, its officers and employees; the Engineer's Representative, its officers and employees, against all loss, damage or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of injury to or death of any person or persons, including all persons performing any work under this contract, which may arise in any way (except for a negligent act of the City of Peoria, its officers or employees or the Engineer's Representative, its officers or employees) in connection with the work to be performed under this contract, including but not limited to, suits, actions or claims arising under "An Act providing for the protection and safety of persons in and about the construction, repairing, alteration or removal of building, bridges, viaducts, and other structures, and to provide for the enforcement thereof," approved June 3, 1907, (740 ILCS 150/1), as amended: the Contractor shall also indemnify and save harmless the CITY OF PEORIA, its officers and employees; and the Engineer's Representative, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property, on account of, or in consequence of, any neglect by Contractor or a Subcontractor in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered for any infringements of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the "Workers Compensation Act," or any other law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Department for such purposes, may be retained for the use of the ENGINEERING DIVISION; or, in case no money is due, the surety shall be held until such suits, actions, or claims have been settled and suitable evidence to that effect furnished to the Department.

CONTRACTOR'S INSURANCE

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

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

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

Worker's Compensation Insurance

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

Public Liability and Property Damage Insurance

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

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

Owner's Protective Liability and Property Damage Insurance

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

Automobile Insurance

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

Umbrella Coverage

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

Additional Insured Endorsement

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

PROOF OF CARRIAGE OF INSURANCE

The Contractor and all Subcontractors shall furnish the City of Peoria with satisfactory proof of insurance coverage before the project begins. If coverage is cancelled or the carrier's rating falls below A.M. Best "A" rated, the City of Peoria shall be notified in writing.

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

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

GUARANTEE PERIOD

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

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT

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

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

SUBSTANCE ABUSE PREVENTION PROGRAM

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

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

EXAMINATION OF EXISTING CONDITIONS AT PROJECT SITE

It is the responsibility of each bidder to satisfy himself as to the conditions which will be encountered during the performance of the work. Examination of the job site is highly recommended before submittal

of bids. Failure to do so will not be considered as grounds for additional compensation due to the unforeseen adverse conditions which may be encountered during the performance of the work.

PAYMENT FOR ITEMS NOT LISTED

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

PAYMENT FOR CHANGE ORDER WORK

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

ALTERNATE MATERIALS

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

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

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

The plans are intended to show structures needed for the material named in the specifications. Where the Contractor desires to use material other than that named, he shall be responsible for the preparation of drawings needed for proper installation of that material. Changes from the structure shown to facilitate use of that material shall not be a basis for additional payment.

TEMPORARY UTILITIES

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

RECORD DRAWINGS

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

SHOP DRAWINGS AND MATERIAL CERTIFICATIONS

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

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

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

UTILITY PROTECTION AND RELOCATION

Prior to the start of construction, the Contractor shall arrange to have all underground utilities including storm sewer, water, gas, electric, sanitary, telephone, cable TV and fiber optic cables located and suitably marked. Should a utility be in conflict with the proposed construction, the City shall be notified at once. If utilities will interfere with the construction alignment, the Engineer may alter the alignment of the proposed sidewalk or arrange to have the utility to be relocated. Should the alignment be altered in the field, the Contractor shall be paid for the quantities of work performed in accordance with these specifications and no additional payment shall be made. Should a utility not in direct conflict with the construction be encountered, the Contractor shall protect it at no additional expense to the City and

without claim by the Contractor for delays due to service lines encountered.

UTILITY ISOLATION

The Contractor shall coordinate with utilities for valves and manholes to be adjusted to proposed pavement elevation. Utility valves must be cored by the Contractor. All manholes shall have concrete circle isolations. This work will not be paid for separately but shall be considered as included in the cost of the pavement.

SITE PROTECTION AND CLEAN UP

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

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

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

SAFETY REQUIREMENTS AND PROTECTION OF PROPERTY

Contractor's Responsibility for Safety

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

Federal, State and Local Safety Requirements

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

Safe Access to the Work

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

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

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

Safety and Access to Property

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

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

PROPERTY AND RIGHT-OF-WAY MARKERS

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

STATE SALES TAX EXEMPTION

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

MATERIAL STORAGE AND STAGING AREA

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

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

DISPOSAL OF MATERIALS

Disposal of excess materials, including excavated material, shall be the Contractor's responsibility.

CERTIFIED PAYROLL REQUIREMENTS

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

PREVAILING WAGE PROVISION

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

This project will be subject to the Peoria County prevailing wage rate determination when the contract was let for bids, dated 1/18/23. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this contract. It shall be the Contractor's responsibility to monitor the prevailing wages and adjust the payroll accordingly as soon as any rates are revised. The prevailing rates of wages are revised monthly and can be found on the Illinois Department of Labor's website. <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>

Peoria County Prevailing Wage Rates posted on 1/18/2023

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol	HW				
ASBESTOS ABT-GEN	AM	BLD		29.83	31.33	1.5	1.5	2.0	2.0	8.50	22.29	0.00	0.80	
ASBESTOS ABT-GEN	AM	HWY		33.80	35.30	1.5	1.5	2.0	2.0	8.50	25.30	0.00	0.80	
ASBESTOS ABT-MEC	AM	BLD		33.41	36.09	1.5	1.5	2.0	2.0	14.77	12.67	0.00	0.86	
BOILERMAKER	AM	BLD		42.13	45.13	1.5	1.5	2.0	2.0	7.07	24.01	0.00	2.07	
BRICK MASON	AM	BLD		37.46	38.96	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.89	
CARPENTER	AM	BLD		34.99	37.24	1.5	1.5	2.0	2.0	9.25	20.79	0.00	0.78	
CARPENTER	AM	HWY		37.98	40.23	1.5	1.5	2.0	2.0	9.25	22.29	0.00	0.75	
CEMENT MASON	AM	BLD		31.48	34.23	1.5	1.5	2.0	2.0	9.00	22.34	0.00	0.79	
CEMENT MASON	AM	HWY		34.04	36.29	1.5	1.5	2.0	2.0	9.00	21.99	0.00	0.72	
CERAMIC TILE FINISHER	AM	BLD		34.61		1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.88	
ELECTRIC PWR EQMT OP	AM	ALL		50.97	60.48	1.5	1.5	2.0	2.0	8.53	14.27	0.00	0.76	
ELECTRIC PWR GRNDMAN	AM	ALL		34.63	60.48	1.5	1.5	2.0	2.0	8.04	9.70	0.00	0.52	
ELECTRIC PWR LINEMAN	AM	ALL		56.74	60.48	1.5	1.5	2.0	2.0	8.70	15.89	0.00	0.85	
ELECTRIC PWR TRK DRV	AM	ALL		36.35	60.48	1.5	1.5	2.0	2.0	8.09	10.18	0.00	0.54	
ELECTRICIAN	AM	BLD		39.50	42.00	1.5	1.5	2.0	2.0	8.50	14.94	0.00	0.85	
ELECTRONIC SYSTEM TECH	AM	BLD		32.90	35.90	1.5	1.5	2.0	2.0	7.95	13.39	0.00	0.40	
ELEVATOR CONSTRUCTOR	AM	BLD		53.26	59.92	2.0	2.0	2.0	2.0	16.07	20.56	4.26	0.70	
GLAZIER	AM	BLD		37.53	39.53	1.5	1.5	1.5	2.0	16.83	7.71	0.00	1.25	
HEAT/FROST INSULATOR	AM	BLD		44.55	47.22	1.5	1.5	2.0	2.0	14.77	14.46	0.00	0.86	
IRON WORKER	AM	BLD		34.66	36.56	1.5	1.5	2.0	2.0	11.66	19.37	0.00	0.86	
IRON WORKER	AM	HWY		40.80	42.80	1.5	1.5	2.0	2.0	11.66	19.37	0.00	1.11	
LABORER	AM	BLD		28.83	30.33	1.5	1.5	2.0	2.0	8.50	22.29	0.00	0.80	
LABORER	AM	HWY		33.05	34.55	1.5	1.5	2.0	2.0	8.50	25.30	0.00	0.80	
LABORER, SKILLED	AM	BLD		29.23	30.73	1.5	1.5	2.0	2.0	8.50	22.29	0.00	0.80	
LABORER, SKILLED	AM	HWY		33.35	34.85	1.5	1.5	2.0	2.0	8.50	25.30	0.00	0.80	
LATHER	AM	BLD		34.99	37.24	1.5	1.5	2.0	2.0	9.25	20.79	0.00	0.78	
MACHINERY MOVER	AM	HWY		40.80	42.80	1.5	1.5	2.0	2.0	11.66	19.37	0.00	1.11	
MACHINIST	AM	BLD		53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.95	1.47	
MARBLE FINISHER	AM	BLD		34.61		1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.88	
MARBLE MASON	AM	BLD		39.05	39.30	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.90	
MILLWRIGHT	AM	BLD		34.58	36.83	1.5	1.5	2.0	2.0	9.25	21.55	0.00	0.78	

City of Peoria
Gale Ave Mill & Overlay
GENERAL CONDITIONS

MILLWRIGHT	All	HWY		38.82	41.07	1.5	1.5	2.0	2.0	9.25	22.06	0.00	0.75
OPERATING ENGINEER	All	BLD	1	43.96	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
OPERATING ENGINEER	All	BLD	2	40.65	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
OPERATING ENGINEER	All	BLD	3	35.19	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
OPERATING ENGINEER	All	HWY	1	43.96	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
OPERATING ENGINEER	All	HWY	2	40.65	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
OPERATING ENGINEER	All	HWY	3	35.19	46.96	1.5	1.5	2.0	2.0	11.40	23.05	0.00	3.60
PAINTER	All	ALL		38.94	40.94	1.5	1.5	1.5	2.0	16.49	8.22	0.00	1.35
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00
PILEDRIIVER	All	BLD		35.99	38.24	1.5	1.5	2.0	2.0	9.25	20.79	0.00	0.78
PILEDRIIVER	All	HWY		37.98	40.23	1.5	1.5	2.0	2.0	9.25	22.29	0.00	0.75
PIPEFITTER	All	BLD		39.60	43.96	1.5	1.5	2.0	2.0	8.75	16.29	0.00	1.25
PLASTERER	All	BLD		31.74	33.24	1.5	1.5	2.0	2.0	9.00	21.00	0.00	0.90
PLUMBER	All	BLD		37.60	40.98	1.5	1.5	2.0	2.0	8.75	17.08	0.00	1.25
ROOFER	All	BLD		34.00	38.25	1.5	1.5	2.0	2.0	10.25	11.54	0.00	0.30
SHEETMETAL WORKER	All	BLD		36.84	38.68	1.5	1.5	2.0	2.0	10.62	19.28	0.00	1.25
SIGN HANGER	All	HWY		40.80	42.80	1.5	1.5	2.0	2.0	11.66	19.37	0.00	1.11
SPRINKLER FITTER	All	BLD		44.98	47.98	1.5	1.5	2.0	2.0	11.45	14.92	0.00	0.52
STEEL ERECTOR	All	HWY		40.80	42.80	1.5	1.5	2.0	2.0	11.66	19.37	0.00	1.11
STONE MASON	All	BLD		37.46	38.96	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.89
TERRAZZO FINISHER	All	BLD		34.61		1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.88
TERRAZZO MASON	All	BLD		38.05	39.30	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.90
TILE MASON	All	BLD		38.05	39.30	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.90
TRUCK DRIVER	All	ALL	1	40.91	45.27	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	ALL	2	41.50	45.27	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	ALL	3	41.77	45.27	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	ALL	4	42.16	45.27	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	ALL	5	43.26	45.27	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	O&C	1	32.73	36.22	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	O&C	2	33.20	36.22	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	O&C	3	33.42	36.22	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	O&C	4	33.73	36.22	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TRUCK DRIVER	All	O&C	5	34.61	36.22	1.5	1.5	2.0	2.0	14.69	7.16	0.00	0.25
TUCKPOINTER	All	BLD		37.46	38.96	1.5	1.5	2.0	2.0	11.60	13.00	0.00	0.89

Legend

Rg Region

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

C Class

Base Base Wage Rate

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

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

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

Explanations PEORIA COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

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

ELECTRONIC SYSTEMS TECHNICIAN

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

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

LABORER, SKILLED - BUILDING

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

LABORER, SKILLED - HIGHWAY

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

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

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

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

OPERATING ENGINEERS - BUILDING

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

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

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

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

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

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

Other Classifications of Work:

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

LANDSCAPING

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

Special Provisions

PROJECT DESCRIPTION

The project is located on Gale Avenue between University Street and Sheridan Road. Proposed improvements include: pavement resurfacing, ADA sidewalk ramps, concrete island removal and replacement, and pavement marking.

STATUS OF UTILITIES

Utility companies were notified of the project improvements during the process of preparing construction drawings. The utility companies were requested to provide drawings and information about the size and location of their respective facilities for inclusion on the construction plan drawings. Utility companies have also been provided the set of construction drawings distributed for bidding purposes and informed that they must determine if their respective facilities will be in conflict with the proposed improvements and if so, take steps to relocate the conflicting facilities. Communications with utility companies prior to bidding indicate that relocation of existing utilities will be required; adjustments will also be required during construction. Precautions by the contractor and the utility owners will be necessary to avoid and protect utilities as construction occurs.

The following is a list of facilities known to the Engineer that may require relocations or adjustments with the proposed improvements. The list was developed based on the limited information available to the Engineer when plans were prepared. The Contractor shall take all steps necessary to identify the presence and location of existing utilities, protect those utilities from damage, and coordinate the relocation and adjustment of utilities as required to construct the proposed improvements.

Name, Contact, Email And Phone Number of Utility	Type	Location	Relocation/Adjustment Needed	Estimated Date Completed
Peoria Greater Sanitary District Travis Griffin tgriffin@gpsd.org (309) 637-3511	Sanitary	Job Limits	Manhole frame adjustments as needed	During Construction
Illinois American Water Charles (Trip) Barton Charles.barton@amwater.com (309) 566-4148	Water	-Underhill & Bourland intersections -Job Limits	-Hydrant relocation at Underhill & Bourland -Valve adjustments as needed	During Construction
Ameren Waheed Shahzad wshahzad@ameren.com (309) 693-4631	Electric	-Underhill, Groveland, Broadway intersections	-Utility pole relocation at Underhill and Broadway (x3). Inactive utility pole removal at Groveland.	TBD
Ameren Kent Kowalske kkowalske@ameren.com (309) 264-5575	Gas	Job Limits	Valve adjustments as needed	During Construction
AT&T William Conover	Phone /Fiber	Job Limits	Any facilities on utility poles to be relocated	TBD

wc2473@att.com 309-550-8043				
Comcast Mark Wabel mark_wabel@comcast.com 309-686-2677	Phone /Fiber	Job Limits	Any facilities on utility poles to be relocated	TBD
Stratus Networks, Inc. Butch Forkell bforkell@stratusnet.com 309-453-4588	Phone /Fiber	Nebraska intersection	-Handhole adjustments as needed	During Construction
Bluebird Network (formerly PEG) Patrick Higgins patrick.higgins@bluebirdnetwork.com 314-458-7922	Phone /Fiber	West of University Street	Not anticipated	N/A

The above represents the best information of the City and is only included for the convenience of the bidder. The applicable provisions of Articles 105.07, 107.20, 107.39, and 108.02 of the Standard Specifications for Road and Bridge Construction shall apply.

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

PAY ITEM MEASUREMENT AND PAYMENT

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

QUALITY CONTROL OF CONCRETE MIXTURES

The contractor is responsible for testing concrete mixtures used in the Project for compliance with the Standard Specifications and Check Sheet 23 of the Supplemental Specifications and Recurring Special Provisions adopted January 1, 2022. This work will not be paid for separately but shall be considered as included in the cost of the various concrete contract items.

PORTLAND CEMENT CONCRETE

All Portland Cement Concrete shall be cured according to Article 1020 of IDOT’s Standard Specifications.

COMPLETION DATE PLUS WORKING DAYS

The contractor shall schedule their operations to complete all work by **July 28, 2023** with the exception of topsoil placement, sodding, and fertilizer. Any required backfilling shall be completed up to the bottom of the topsoil grade by the completion date. After the completion date, an additional 15 working days will be allowed to complete topsoil, sodding, and fertilizer beginning September 1, 2023.

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 the Highway Standards referenced herein and in the plans.

Special attention is called to Section 701 of the "Standard Specifications for Road and Bridge Construction."

(701501-06, 701801-06, 701901-08)

The contractor shall stage operations such that local access along Gale Ave is maintained for the duration of the project subject to installing and maintaining proper traffic control devices. This shall be accomplished using the appropriate MUTCD standards, signage, and traffic control devices. Contractor shall place barricades in a manner that does not inhibit pedestrian flow on existing sidewalks.

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

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

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

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

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

TRAFFIC CONTROL AND PROTECTION (SPECIAL) will be paid for on a LUMP SUM basis.

LOCATION OF UTILITIES AND OTHER FACILITIES

The Contractor shall be responsible for locating existing utilities prior to performing any work. The contractor

shall be responsible for contacting J.U.L.I.E. at 1-800-892-0123 a minimum of 48 hours before commencing any excavation or other operations that may impact existing utilities. The Contractor shall also be liable for any damage to existing facilities resulting from failure to locate. This work will not be paid for separately, but shall be considered incidental to the contract.

CUTTING EXISTING PAVEMENTS, SIDEWALKS, AND CURB & GUTTER

At all removal limits and locations where new construction will abut existing asphalt or concrete pavements, driveways, sidewalk, or curb and gutter; a uniform straight cut shall be obtained by the use of a diamond concrete saw. The use of pneumatic tools to make these cuts will not be allowed. This work shall be considered as included in the contract unit prices for the various pay items of the proposed construction involved and no additional compensation will be allowed.

SALVAGEABLE MATERIALS

All municipally owned items (street castings, millings, etc.) deemed salvageable by the Engineer shall remain the property of the City of Peoria and be carefully preserved by the Contractor. Any landscaping edging/wall stone or driveway brick pavers shall be preserved and relocated as shown in the plans or returned to the property owners as directed by the Owner's Field Representative. The Contractor shall dispose of any materials off site that the Engineer determines should not be salvaged. All salvageable materials shall be delivered to the Darst Street facility or as directed by the City. Coordinate with the City for the exact location. This work will not be paid for separately and is included in the cost of the various removal items.

CONSTRUCTION DEBRIS

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

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

This documentation shall be included in applicable item of construction and shall not be paid for separately.

EROSION CONTROL

The Contractor shall install erosion control systems as necessary or as directed by the Engineer to prevent sediment from entering the City's storm drainage system or exiting the construction area. Erosion control systems shall be installed as necessary or as directed by the Engineer prior to stockpiling of material on the project site. The Contractor shall be responsible for the cost of cleanup and damages resulting from failure to comply with this provision. This work shall be considered incidental to the affected items of work and no additional compensation will be allowed.

The Contractor shall sweep and return to the work site any soil tracked onto the street by the end of the workday or before four (4) hours has elapsed, whichever is sooner. This work shall not be paid for separately,

but shall be considered incidental to the affected items of work and no additional compensation will be allowed.

EARTH EXCAVATION

This work shall be performed in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction except for the following:

All earth excavation and disposal of surplus excavation required to construct the project including, but not limited to: curb, curb and gutter, sidewalk, pavement, driveways, placement of granular material, and other miscellaneous grading will **not** be measured and paid for separately but shall be included in the various contract removal items.

Where topsoil placement is needed, the contractor shall provide and place material suitable for growing grass. The contractor may obtain this material from stockpiled excavation within the project limits or from outside the right-of-way. Furnishing and placing topsoil will be paid for at the contract unit price per SQUARE YARD for TOPSOIL FURNISH AND PLACE, 4".

TIE BARS & DOWEL BARS

All tie bars and dowel bars required will not be paid for separately but included in the cost of the items required for. Tie bars and dowel bars shall be epoxy coated.

SIDEWALK REMOVAL

This work shall consist of the removal of sidewalk as shown in the plans and directed by the Engineer. This work will also consist of the removal of sidewalk side curb and monolithic combination curb and sidewalk. This work shall be performed in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction." Payment for removal and replacement will not be allowed for items removed beyond the limits of construction or those items damaged needlessly by the contractor.

This work will be paid for at the contract unit price per SQUARE FOOT for SIDEWALK REMOVAL which shall include saw cutting, removing and disposing of material, all labors, tools, materials and equipment necessary to complete this work as specified. Only the top surface of any sidewalk side curb or monolithic roadway curb will be included in the measurement for payment of sidewalk removal.

PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH, SPECIAL

This work will be performed in accordance with Section 424 of the "Standard Specifications for Road and Bridge Construction" and Plan Details.

This work shall consist of placing portland cement concrete sidewalk and may also consist of an integrally poured curb along the side of the sidewalk or an integrally poured roadway curb (combination curb sidewalk). The roadway curb height will vary. The side curb height will vary from a maximum of 12" to flush with the sidewalk at the limits shown in the plans. The curb shall be poured monolithically with the sidewalk or ramp surface. Cold joints between the curb and ramp or sidewalk will not be allowed.

The basis of payment shall be the area in square feet of the top surface of the curb and sidewalk and will not

include the front (vertical) finished face of any curb.

This work will be paid for at the contract unit price per SQUARE FOOT for PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH, SPECIAL which shall include all labor, excavation, earth backfill along the edges of sidewalk, materials, curing compound, tools, and equipment necessary to complete this work as specified.

CONCRETE CURB, TYPE B (SPECIAL)

This work will be performed in accordance with Section 606 of the "Standard Specifications for Road and Bridge Construction" and Plan Details.

This work shall consist of placing portland cement concrete curb, type B. The roadway curb height will vary to best match existing conditions.

This work will be paid for at the contract unit price per FOOT for CONCRETE CURB, TYPE B (SPECIAL) which shall include all labor, excavation, earth backfill along the edges of curb, materials, curing compound, tools, and equipment necessary to complete this work as specified.

PCC BASE COURSE WIDENING (VARIABLE DEPTH)

This work shall consist of placing portland cement concrete base course in the 2' wide patch along proposed curb, median/island pavement, and combination curb sidewalk as shown in the plans or as directed by the Engineer. Payment for removal and replacement will not be allowed for items removed beyond the limits of construction or those items damaged needlessly by the contractor. The finished surface of the PCC base course shall be left 2" lower than proposed finished grade to allow for the final HMA surface lift to be placed. The depth shall match existing pavement thickness, with a minimum depth of 5" of concrete.

This work will be paid for at the contract unit price per SQUARE YARD for PORTLAND CEMENT CONCRETE BASE COURSE WIDENING (VARIABLE DEPTH) which shall include all labor, excavation, base prep, materials, curing compound, tools, and equipment necessary to complete this work as specified.

CONCRETE FIBERS

The contractor shall use micro-fibers in lieu of the welded wire mesh shown on details. The micro-fibers and dosage rate shall be approved by the Engineer prior to use, but shall be no less than 1 pound per cubic yard. The dosage rate shall meet the recommendations of the supplier. The micro-fibers shall be supplied by an IDOT approved supplier of synthetic fibers.

Concrete fibers shall be used in all concrete placed on the contract including, but not limited to sidewalk, curb, gutter, driveway, and base course.

Concrete fibers will not be paid for separately but shall be included in the cost of the associated concrete item.

HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

This work shall consist of the milling of HMA pavement at or near crosswalks to ensure ADA compliance requirements are met for cross slopes and counter slopes. Variable depth milling shall be used to correct

slopes as necessary for compliant crosswalks (both marked and unmarked). It shall also be used for typical butt joints at construction limits. The quantity specified in the plans includes a contingent quantity. The locations and sizes of variable depth milling shall be determined by the Engineer in the field.

This work will be paid for at the contract unit price per SQUARE YARD for HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH and shall include all materials, labor, and equipment to complete the work.

~~**INCIDENTAL HOT MIX ASPHALT SURFACING**~~

~~This work shall consist of the removal of loose material, the necessary repair and preparation of base or lower pavement layers, and the replacement with incidental HMA surfacing in accordance with Articles 408 and 258 of the Standard Specifications. Preparation of base or lower pavement layers shall be performed to the satisfaction of the Engineer and will not be paid for separately but shall be included in the cost of the Incidental HMA Surfacing.~~

~~The quantity specified in the plans is a contingent quantity. The locations and sizes of incidental HMA surfacing shall be determined by the Engineer in the field.~~

~~This work will be paid for at the contract unit price per TON for INCIDENTAL HMA SURFACING and shall include all materials, labor, and equipment to complete the work.~~

Addendum #1
2-22-23

CLASS D PATCHES

This work shall consist of the removal of the existing pavement, the necessary excavation, and the replacement with the class and type of patch specified in accordance with Article 442 of the Standard Specifications.

The patching operation will occur after milling has been completed and prior to placement of the HMA surface course.

The quantity specified in the plans is a contingent quantity. The locations and sizes of pavement patches shall be determined by the Engineer in the field.

This work will be paid for at the contract unit price per SQUARE YARD for CLASS D PATCHES, TYPE IV, 7 INCH or CLASS D PATCHES, TYPE IV, 10 INCH regardless of patch size and shall include all materials, labor, and equipment to complete the work.

CONSTRUCTION SEQUENCE FOR MILLING AND PAVING

The following is the sequence for milling and paving:

1. Mill the first lane 6" wider than the centerline.
2. Clean and prepare surface as per Article 406.05 of the Standard Specifications prior to placement of the HMA surface.
3. Pave the first lane 6" wider than the centerline to the longitudinal vertical face of the adjacent lane.
4. Mill the adjacent lane to the existing centerline, removing the additional 6" width of the initial mat.

5. Clean and prepare the surface as per Article 406.05 of the Standard Specifications prior to the placement of the HMA surface. The HMA Tack Coat shall be sprayed the full width of the lane and also lapped onto the adjacent lane a distance not to exceed 4". In addition, the vertical face of the adjacent mat shall be thoroughly tacked by means of a dedicated spray nozzle, mounted at a 45 degree angle, aimed toward the face.

6. Placement of this HMA Surface shall require the use of a joint-matching device in lieu of a longitudinal averaging ski. The compacted height of this lane shall be either exactly flush, or no more than 1/32" higher, to the adjacent lane to ensure the joint has sufficient material for adequate compaction. During placement, the side plate of the screed shall not exceed 1/2" overlap onto the adjacent lane.

The intention is to create a 6" wider paving mat at each lane line, which will be removed under normal milling processes before paving successive lanes. The 6" wider paving mat will be required at the centerline, or any other longitudinal joints if more than two passes are made by the paver. The 6" wider paving and trimming will not be required on the outside of the lanes adjacent to curb.

The milling of the 6" extra width at the various lane lines will be paid for at the contract unit price per Square Yard for HOT-MIX ASPHALT SURFACE REMOVAL, 2" as specified in the plans. The extra HMA tack coat will be paid for at the contract unit price per Pound for the tack coat specified in the plans. The extra HMA surface course will be paid for at the contract unit price per Ton for the HOT-MIX ASPHALT SURFACE COURSE, as specified in the plans. All other extra work will not be paid for separately, but shall be included in the unit bid price of the various pay items and no other compensation will be allowed.

~~**PAYMENT FOR USE OF MATERIAL TRANSFER DEVICE**~~

~~This work shall be performed as specified in the plans and specifications herein. No payment will be made for tonnages of HMA items required to be placed with a Material Transfer Device, but were not able to be placed with a Material Transfer Device.~~

~~The maximum tonnage eligible for payment when placed with the Material Transfer Device will be limited to the Final Pay Quantity of the pay items placed.~~

Addendum #1
2-22-23

ISLAND REMOVAL

This work shall consist of the removal of existing island pavement and any integral existing curb as shown on the plans and as directed by the Engineer. This work shall be performed in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction". Payment for removal and replacement will not be allowed for items removed beyond the limits of construction or those items damaged needlessly by the contractor.

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

FENCE REMOVAL (SPECIAL)

This work shall consist of the removal of existing fencing, fence posts, and/or foundations as shown on the plans and as directed by the Engineer. Payment for removal and replacement will not be allowed for items

removed beyond the limits of construction or those items damaged needlessly by the contractor.

This work will be paid for at the contract unit price per FOOT for FENCE REMOVAL (SPECIAL) which shall include excavation, removing and disposing of said structure, replacement of voids left by removals with like materials, ties and transitions to new fencing, all labor, tools, materials, and equipment necessary to complete this work as specified.

TIMBER RETAINING WALL REMOVAL

This work shall consist of the removal of existing timbers, posts, ties, and/or foundations as shown on the plans and as directed by the Engineer. Payment for removal and replacement will not be allowed for items removed beyond the limits of construction or those items damaged needlessly by the contractor.

This work will be paid for at the contract unit price per FOOT for TIMBER RETAINING WALL REMOVAL which shall include excavation, removing and disposing of said structure, replacement of voids left by removals with like materials, all labor, tools, materials, and equipment necessary to complete this work as specified.

SIGN REMOVAL

This work shall consist of the removal of existing signs, sign posts, and/or sign bases as shown on the plans and as directed by the Engineer. This work shall be performed in accordance with Section 724 of the "Standard Specifications for Road and Bridge Construction". Payment for removal and replacement will not be allowed for items removed beyond the limits of construction or those items damaged needlessly by the contractor.

This work will be paid for at the contract unit price per EACH for SIGN REMOVAL which shall include saw cutting, excavation, removing and disposing of said structure, replacement of voids left by removals with like materials, all labor, tools, materials, and equipment necessary to complete this work as specified.

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.

HOT-MIX ASPHALT SURFACE COURSE SURFACE TESTS

Effective: November 1, 2003 Revised January 1, 2007

The Contractor shall provide a person to operate the straight edge in accordance with Article 406.11 of the Standard Specifications and communicate with IDOT Personnel to minimize the surface course bumps. If surface course bumps cannot be removed at this time, IDOT personnel will record the locations and provide

deductions as stated in Article 406.11.

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.

CONCRETE STEPS

This work shall consist of constructing steps at locations indicated by the plans and the Engineer in accordance with the IDOT D4 standard for Concrete Steps and Pipe Handrail. This work shall be performed in accordance with applicable portions of Section 423 of the "Standard Specifications for Road and Bridge Construction". The steps shall be constructed with IDOT Class SI Concrete as shown in Section 1020 of the "Standard Specifications for Road and Bridge Construction".

This work will be paid for at the contract unit price per CUBIC YARD for CONCRETE STEPS which shall include excavation, earth backfill, granular material, all labor, tools, materials, and equipment necessary to complete this work as specified. The cost will also include rubbing the face of the steps to create a clean finish.

CONCRETE STEP REMOVAL

This work shall consist of the removal of concrete steps as directed by the Engineer. This work shall be done in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction." Payment for removal and replacement will not be allowed for items removed beyond the limits of construction or those items damaged needlessly by the contractor. The cost of sawing sidewalk where directed by the Engineer shall be incidental to the item of work. The cost of removing attached or associated handrail as directed by the Engineer shall be incidental to the item of work and no further compensation will be allowed.

This work will be paid for at the contract unit price per EACH location for CONCRETE STEP REMOVAL which shall include excavation, removing and disposing of said structure, saw cutting, backfilling, all labor, tools, materials, and equipment necessary to complete this work as specified.

FERTILIZER NUTRIENTS

This work shall consist of applying fertilizer nutrients to sodded areas and areas as directed by the Engineer. This work shall be performed in accordance with Section 252 of the "Standard Specifications for Road and Bridge Construction" and the application rate shall be as specified therein.

This work will not be paid for separately but shall be included in the cost of the sodding pay item and no further compensation will be allowed.

SUPPLEMENTAL SPECIFICATIONS INDEX

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2023

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 1-1-22) (Revised 1-1-23)

SUPPLEMENTAL SPECIFICATIONS

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420	Portland Cement Concrete Pavement	6
502	Excavation for Structures	7
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644	High Tension Cable Median Barrier	35
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Local Public Agency	County	Section Number
City of Peoria	Peoria	

Check this box for lettings prior to 01/01/2023.

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

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	53
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	56
3	<input type="checkbox"/> EEO	57
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	67
5	<input type="checkbox"/> Required Provisions - State Contracts	72
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	78
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	79
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	80
9	<input checked="" type="checkbox"/> Construction Layout Stakes	81
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	84
11	<input type="checkbox"/> Subsealing of Concrete Pavements	86
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	90
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	92
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	93
15	<input type="checkbox"/> Polymer Concrete	95
16	<input type="checkbox"/> Reserved	97
17	<input type="checkbox"/> Bicycle Racks	98
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	100
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	102
20	<input type="checkbox"/> English Substitution of Metric Bolts	103
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	104
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	105
23	<input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	113
24	<input type="checkbox"/> Reserved	129
25	<input type="checkbox"/> Reserved	130
26	<input type="checkbox"/> Temporary Raised Pavement Markers	131
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	132
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	135
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	139
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	142
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	144
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	145

City of Peoria

Peoria

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

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	147
LRS 2	<input type="checkbox"/> Furnished Excavation	148
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	149
LRS 4	<input type="checkbox"/> Flaggers in Work Zones	150
LRS 5	<input checked="" type="checkbox"/> Contract Claims	151
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	152
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	158
LRS 8	Reserved	164
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	165
LRS 10	Reserved	169
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LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	172
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	174
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	175
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LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	181
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State of Illinois
 DEPARTMENT OF TRANSPORTATION
 Bureau of Local Roads & Streets
 SPECIAL PROVISION
 FOR
 LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA
 Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

“1030.06 Quality Management Program. The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following.”

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

“(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations” at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time.”

Revise Article 1030.09(h)(2) of the Standard Specifications to read:

“(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

Density Verification Method	
<input checked="" type="checkbox"/>	Cores
<input type="checkbox"/>	Nuclear Density Gauge (Correlated when paving ≥ 3,000 tons per mixture)

Density verification test locations will be determined according to the document “Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations”. The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day’s paving will be less than the prescribed density testing interval, the length of the day’s paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the

density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document "Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method".

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies."

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document "Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples" to read:

"Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label."

INSTRUCTIONS TO BIDDERS

Appendix

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

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

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

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

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

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

Which form do I submit?

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

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

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

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

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

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

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

KEEP THIS PAGE FOR YOUR RECORDS

MINORITY AND WOMEN BUSINESS ENTERPRISE DIRECTORY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

MINORITY AND FEMALE WORKFORCE UTILIZATION

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

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

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

CITY OF PEORIA MONTHLY WORKFORCE ANALYSIS

Check appropriate status
 Contractor

Month Ending _____

Subcontractor

Name: _____

Address: _____

Contact Person: _____

Phone: _____

Project: _____

Date Work Started: _____

Percent Complete: _____%

Job Categories	Number of Employees				Hours of Employment									
	Total # of Employees		Total Minorities		African American		Asian/Pacific Islander		American Indian/Alaska nNative		Hispanic		White	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Foremen														
Electricians														
Glaziers														
Iron Workers														
Laborers														
Teamsters														
Millwrights														
Pipe Fitters														
Plumbers														
Plasterers														
Painters														
Roofers														
OperatingEngs														
Tile Layers														

CITY OF PEORIA
CONTRACT

This agreement, made and entered into this ___ day of ___, 2023, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and ___ Party of the Second Part for the improvement known as the ___;

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

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

EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:

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

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

THE CITY OF PEORIA

BY: _____
City Manager

ATTEST: _____
City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

PARTY OF THE SECOND PART

(name of individual, firm, or corporation)

BY: _____
(member of firm or officer of corporation)

(If a Co-Partnership)

(seal)

(seal)

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

(Party of the second part)

(If an Individual)

(seal)

(Party of the second part)

PERFORMANCE BOND

CONTRACTOR (name and address):

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

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description:

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

CONTRACTING DOCUMENTS

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

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

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

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

**CITY OF PEORIA
SUBCONTRACTOR PAYMENT FORM**

PRIME CONTRACTOR PROJECT

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

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

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

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

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

 Signature of Prime Contractor

 Date