

SUBMITTED BY:

C+G Concrete Construction Co., Inc.

CONTRACTOR'S NAME

1906 Meadow Ave.

CONTRACTOR'S ADDRESS

East Peoria, IL 61611

CITY, STATE, ZIP

STATE OF ILLINOIS

CITY OF PEORIA

COUNTY OF PEORIA

SPECIFICATIONS, PLANS, MATERIAL
QUANTITIES AND CONTRACT PROPOSAL

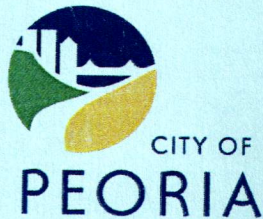
FOR

SIDEWALK IMPROVEMENTS

1407 SW Adams Street

1009 SW Washington Street

TO BE CONSTRUCTED UNDER THE PROVISIONS OF
THE CITY OF PEORIA



BID OPENING: Friday, September 28, 2018, 11:00 A.M.

Bill Lewis

Bill Lewis, P.E., City Engineer

Awarded by City Council on September 25, 2018 under Item No. 18-283

**CITY OF PEORIA
CONTRACT**

This agreement, made and entered into this 25th day of September, 2018, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and C+G Concrete Construction Co., Inc., Party of The Second Part for the improvement known as the SIDEWALK IMPROVEMENTS (1407 SW ADAMS STREET AND 1009 SW WASHINGTON STREET) PROJECT;

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the Party of the First Part, and according to the terms expressed in the bond referring to these presents, the Party of The Second Part agrees with said Party of The First Part, at his/their own proper cost and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all the terms of this agreement, for the amount of Fifty Thousand, Seven Hundred and Twenty and ^{no}/₁₀₀ (\$50,720.00).

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

EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:

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

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

THE CITY OF PEORIA

BY: [Signature]
City Manager

ATTEST: [Signature]
City Clerk

EXAMINED AND APPROVED:
[Signature]
Corporation Counsel

PARTY OF THE SECOND PART

C+G Concrete Construction Co., Inc.
(name of individual, firm or corporation)

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

(If a Co-Partnership)

(seal)

(seal)

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

(If an Individual)

(seal)
(PARTY OF THE SECOND PART)

CITY OF PEORIA
PERFORMANCE BOND Bond Number 3435500

KNOW ALL MEN BY THESE PRESENTS, That I/we, C+G Concrete Construction Co., Inc.

an individual, of _____

a co-partnership, of _____

a corporation organized under the laws of the State of Illinois

as Principal, and Old Republic Surety Company

a corporation organized and existing under the laws of the State of Wisconsin 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 Fifty thousand seven hundred and twenty and no/100 (\$50,720.00) lawful money of the United States, well and truly to be paid unto said City of Peoria for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATIONS IS SUCH that whereas, the said Principal has entered into a Contract with the City of Peoria for SIDEWALK IMPROVEMENTS (1407 SW ADAMS STREET AND 1009 SW WASHINGTON STREET) in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein;

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

IN WITNESS WHEREOF, we have duly executed the foregoing Obligation this 2nd day of October, 2018.

FOR THE CITY OF PEORIA

EXAMINED AND APPROVED:

Donald B. Leist
Corporation Counsel

C & G Concrete Construction Co Inc.

Principal

Patricia A. Gosker

Old Republic Surety Company

Sureties

Blake E. Allison
Blake E Allison

STATE OF Illinois)
COUNTY OF Macon) SS

I, Glenda Hoffman, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Blake E Allison, who is personally known to me to be the same person who signed the above foregoing instrument as the Attorney in Fact for Old Republic Surety Company, appeared before me this day in person and acknowledged that he signed the name of Blake E Allison, 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 2nd day of October, 2018.

Glenda Hoffman
Notary Public



KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and certify:

KEVIN J. BREHENY, RANDY S. CANNADY, TIM R. PATTON, GLENDA S. HOFFMAN, DANIEL A. MARTINI, BLAKE E. ALLISON, OF FORSYTH, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
TWENTY FIVE MILLION DOLLARS (\$25,000,000) ----- FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

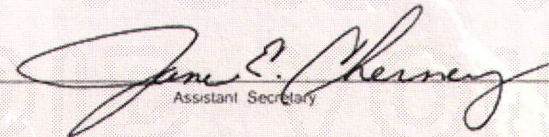
RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

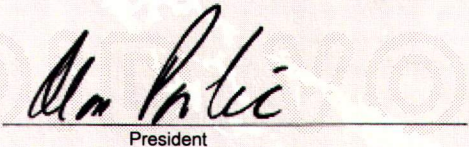
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5TH day of MARCH, 2018.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary



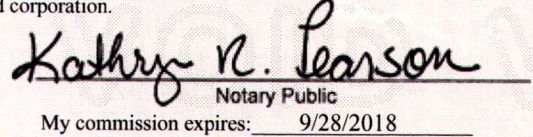

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 5TH day of MARCH, 2018, personally came before me, Alan Pavlic and Jane E Cherney

, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2018

CERTIFICATE

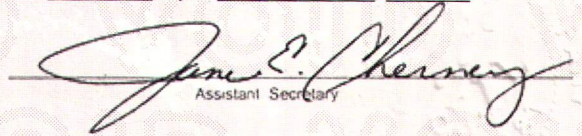
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

(Expiration of notary commission does not invalidate this instrument)

40-1871

Signed and sealed at the City of Brookfield, WI this 2nd day of October, 2018.




Assistant Secretary

J. L. HUBBARD INSURANCE &

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

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PROPOSAL ITEMS

STATE OF ILLINOIS
CITY OF PEORIA

NOTICE TO CONTRACTORS

1. 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 **11:00 A.M., Friday, September 28, 2018** and at that time publicly opened and read.

2. Description of Work.

- (A) The proposed improvement is officially known as the **SIDEWALK RECONSTRUCTION.**
- (B) The proposed improvement consists of removing existing sidewalk, curb, curb and gutter, and replacing with new sidewalk, ADA Ramps, curb, curb and gutter, and all necessary adjustments, incidentals and appurtenances.

3. Instructions to Bidders.

- (A) Proposal forms, and specifications for said proposed project may be examined at the Offices of the City Engineer, Public Works Facility, 3505 North Dries Lane, Peoria, IL. Before bid documents may be obtained, contractors must be pre-qualified. Complete sets of proposal forms may be obtained on CD at no charge; contact information must be given in exchange for the CD. Each business may receive one CD at no-cost, or email a request to pwdropbox@peoriagov.org for an electronic proposal form.
- (B) All proposals must be accompanied by a proposal guaranty as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction" prepared by the Illinois Department of Transportation: a Bid Bond, or a proposal guarantee of cash, a Bank Cashier Check, or a properly certified check made payable to the City of Peoria, for not less than five percent (5%) of the amount of the bid.

4. Rejection of Bids.

The City of Peoria reserves the right to reject any or all proposals as provided in LRS6 of the "Supplemental Specifications and Recurring Special Provisions" prepared by the Department of Transportation of the State of Illinois, adopted April 1, 2016.

STATE OF ILLINOIS
CITY OF PEORIA

PROPOSAL

1. Proposal of C & G Concrete Construction C., Inc.
i. (Name and Address of Bidder)
For the improvement, designated in Paragraph 2 below, by the construction of sidewalk, combination curb and sidewalk, combination curb and gutter, curb, gutter flag, ADA access ramps and adjustments.
2. The contract documents for the proposed improvements are those prepared by the City of Peoria Engineering Department and approved in August 2018 which contract documents are designated as Sidewalk Replacement 1407 SW Adams Street and 1009 SW Washington Street.
3. The specifications herein referred to are the "Standard Specifications for Road and Bridge Construction," prepared by the Department of Transportation of the State of Illinois and adopted by said Department on January 1, 2016. The undersigned agrees to accept, as part of the contract, the Special Provisions contained within this proposal.
4. The undersigned declares that he will comply with the applicable provisions of Section 100, General Requirements and Covenants.
5. The undersigned agrees to complete the work by October 31, 2018 unless additional time is granted in accordance with Article 108.08 of the Specifications.
6. Accompanying this proposal is a bid bond, certified check, or cashier's check complying with the requirements of the Specifications, made payable to the City Treasurer of the City of Peoria, Illinois. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the check shall be forfeited to the awarding authority.

The amount of the check or draft is \$_____.

Attach Cashier's Check or Certified Check Here

7. 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.
8. Each pay item shall have a unit price and a total price.
9. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
10. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
11. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
12. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the City of Peoria, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of Federal, State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating and has not been suspended or debarred from receiving federal funding.

13. EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:

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

This does not apply to any City Employee involved in the 2011-12 reduction in force; nor does it apply to parties taking the Early Retirement incentive offered by the City from November 1, 2011 through November 1, 2012.

14. EEO CERTIFICATION* (Check one):

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

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

Certificate of Compliance Number: 00129-180930

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

15. The City of Peoria can increase or decrease this contract up to 25% to meet its budgetary needs.

16. The undersigned submits herewith this Schedules of Prices covering the work to be performed under this contract:

SCHEDULE OF PRICES

Item#	Item	Unit	Quantity	Unit Price	Values
20800150	Trench Backfill, CLSM	CU YD	12	\$75.00	\$900.00
31101000	Subbase Granular Materials, Type B, CA-6	TONS	112	\$25.00	\$2,800.00
42400100	P.C.C. Sidewalk, 4"	SQ FT	4,300	\$5.65	\$24,295.00
42400800	Detectable Warnings	SQ FT	16	\$25.00	\$400.00
44000500	Combination Concrete Curb and Gutter Removal	FOOT	350	\$4.30	\$1,505.00
44000600	Sidewalk Removal	SQ FT	4,300	\$1.95	\$8,385.00
60260100	Inlet to be Adjusted	EACH	2	\$400.00	\$800.00
60604400	Combination Concrete Curb and Gutter, Type B-6.18	FOOT	350	\$31.70	\$11,095.00
X4080052	Incidental Hot-Mix Surfacing (Special)	SQ FT	45	\$12.00	\$540.00
				Contractor's Proposal to Make All Improvements	\$50,720.00

The undersigned further agrees that if awarded the contract for the sections contained in the following combinations, he will perform the work in accordance with the requirements of each individual proposal for the multiple bid specified in the schedule below.

(If an individual) Signature of Bidder _____

Business Address _____

(If a partnership) Firm Name _____

Signed by _____
President

Business Address _____

Insert Names _____
and Addresses _____
of all partners: _____

(If a corporation) Corporate Name C & G Concrete Construction Co., Inc.

Signed by Patricia A. Slusher - President

Business Address 1906 Meadow Ave.
East Peoria, IL 61611

Insert Names of Officers:

_____	Patricia Slusher
_____	President
_____	Curtis Slusher
_____	Secretary
_____	Judith Slusher
_____	Treasurer

Attest: Curt Slusher
Secretary



Proposal Bid Bond

RETURN WITH BID

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

WE C&G Concrete Construction Co Inc
as PRINCIPAL, an Old Republic Surety Company
as SURETY.

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 28th day of September A.D. 2018

Principal

C&G Concrete Construction Co Inc
(Company Name) (Company Name)

By: Rodney Slusher - Vice President
(Signature and Title) (Signature and Title)

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

Surety

Old Republic Surety Company
(Name of Surety) By: Blake E. Allison
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF Macon

I, Stacy R Standley, a Notary Public in and for said county,
do hereby certify that Curtis Slusher and Blake E Allison
(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 28th day of September A.D. 2018

NOTICE

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

My commission expires May 25, 2021

Stacy R. Standley
(Notary Public)





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: KEVIN J. BREHENY, RANDY S. CANNADY, TIM R. PATTON, GLENDA HOFFMAN, DANIEL A. MARTINI AND BLAKE E. ALLISON OF FORSYTH, IL.

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED (\$50,000,000.00) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 19th day of March, 2018.

Jane E. Cherney
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 19th day of March, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2018

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1871



Signed and sealed at the City of Brookfield, WI this 28th day of September, 2018.

Jane E. Cherney
Assistant Secretary



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: C & G Concrete Construction Co., Inc.
 Address: 1906 Meadows Ave., East Peoria, IL 61611
 Phone: (309)699-0384
 Contact Person: Bruce Cox
 Email: bruce@cngconcrete.com
 Ownership Status: MBE___ WBE___ M/WBE___ Non-M/WBE X

PROJECT

Name: SIDEWALK RECONSTRUCTION (1407 SW ADAMS 1009 SW V
 Total Contract Value: \$50,720.00

Section III: Selected Subcontractors

Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
TOTALS		\$0.00		

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

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

Subcontractor Name	Scope of Work Bid	Denial Reason

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

Office Use Only
 Reviewed by: 902

Section V: Subcontractors Contacted (M/WBE Only)

Subcontractor Name	Method of Contact	Contact Outcome

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

Section VI

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

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

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

Curt Shuehr
Signature of Prime Contractor

9-26-18
Date

Org: May 2008
Revised: Feb. 2011

Office Use Only
Reviewed By: *DOZ*



CITY OF PEORIA
M/WBE PARTICIPATION WAIVER REQUEST

PRIME CONTRACTOR

Name: C & G Concrete Construction Co., Inc.
Address: 1906 Meadows Ave., East Peoria, IL 61611
Phone: (309)699-0384
Contact Person: Bruce Cox

PROJECT

Name:

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

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

SIGNED: [Signature]
(Company Official)

Date: 9-26-18

FOR OFFICE USE ONLY

[Handwritten initials]

[] APPROVED

[] DISAPPROVED

REVIEWED BY _____

DATE _____



CONCRETE CONSTRUCTION CO., INC.

1906 Meadows Avenue / East Peoria, Illinois 61611

Phone (309) 699-0384 or Fax (309) 699-6922

City of Peoria
EEO Office

Regretfully, we are unable to offer subcontracting opportunities on this particular job. The scope of work is very specific, and is a scope that we self perform always. We intend on meeting the other goals but we will not be subcontracting any other help on this job.

Thank You,

A handwritten signature in black ink, appearing to read 'Bruce Cox', written in a cursive style.

Bruce Cox

GENERAL CONDITIONS

STATE OF ILLINOIS
CITY OF PEORIA

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2016, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids, the "Standard Specifications for Traffic Control Items," adopted January 1, 2006 and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2018, included herein which apply to and govern the construction of the SIDEWALK REPLACEMENT, in the City of Peoria, Peoria County, and in case of conflict with any part of said specifications, the said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF WORK

The proposed improvement consists of removing existing sidewalk, curb, curb and gutter, and replacing with new sidewalk, ADA Ramps, curb, curb and gutter, and all necessary adjustments, incidentals and appurtenances in front of 1407 SW Adams Street and 1009 SW Washington Street in Peoria, Illinois.

The work in front of 1009 SW Washington Street must be completed by October 5, 2018.

DEFINITION OF TERMS

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

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

Article 101.16 Engineer. The designated employee or representative of the City of Peoria.

The Engineer will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs.

Article 101.19 Inspector. The authorized representative of the Engineer assigned to make detailed observations or any or all portions of the work or material therefore.

This activity is not to be interpreted as an inspection service, a construction supervision service, or a guaranteeing of the Contractor's performance. The Inspector will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. The Inspector will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents.

FAILURE TO COMPLETE WORK ON TIME

Should the Contractor fail to complete the work by October 31, 2018, the Contractor shall be liable to the City of Peoria at a rate of \$250.00 per day for every day worked over the contract time to cover all costs incurred for engineering, inspection and other expenses incurred by the City of Peoria by reason of the Contractor's failure to complete the work within the specified time, and such amount shall be deducted

from the monies due the Contractor, not as a penalty, but as damages sustained.

RESPONSIBILITY FOR DAMAGE CLAIMS

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

QUALIFICATION OF CONTRACTORS

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

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

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

CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this project until he has obtained all insurance required under this paragraph and such insurance has been approved by the City of Peoria, nor shall

the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the City of Peoria.

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

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

COMPENSATION INSURANCE

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

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

OWNER'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE INSURANCE

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

AUTOMOBILE INSURANCE

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

Combined Bodily Injury and Property Damage.

UMBRELLA COVERAGE

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

ADDITIONAL INSURED ENDORSEMENT

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

PROOF OF CARRIAGE OF INSURANCE

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

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

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

GUARANTEE PERIOD

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

PROSECUTION AND PROGRESS OF WORK

Special attention is called to Section 108 of the "Standard Specifications for Road and Bridge Construction," and specifically to Article 108.03, which states that the Contractor shall notify the Engineer at least twenty-four (24) hours in advance of either discontinuing or resuming operations.

If an Engineer or an Inspector for the City of Peoria Engineering Division is not on the job and notification as required has been given, the contractor in charge of the work shall immediately notify the Engineering Division that work has been resumed and request that the Project Engineer in charge of work for the City Engineering Division be notified.

Work performed without proper notification to the City Engineering Division as indicated herein may be rejected by the Engineer for the City of Peoria and no compensation will be made for said work. In addition, the contractor may be required to remove the item of construction at its own expense and replace the item of construction in accordance with the plans and specifications.

EXISTING UNDERGROUND FACILITIES

The City of Peoria assumes no responsibility for the presence, specific size or location of underground distribution systems of the several public utility corporations. No responsibility for the protection of said underground systems will be assumed by the City of Peoria unless such protection is incidental to the protection of the municipally-owned property of the City of Peoria. If such protection is found to be necessary to water mains, gas mains, steam mains, underground electrical distribution systems, underground telephone circuit systems or any other underground systems of non-municipal ownership, the cost of same, in whole or in part, is disclaimed by the City of Peoria.

COOPERATION WITH UTILITY COMPANIES

It is understood and agreed that the contractor has considered, in his bid, all the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience or damage sustained by him due to any interference from the said utility appurtenances or the operations of moving them.

All telephone, cableway, gas, water and wire lines, within the limits of the proposed construction owned by various utility companies, are to be moved by the owners of the particular utility involved at the owner's expense.

NOTIFICATION OF UTILITIES PRIOR TO CONSTRUCTION

All utility companies must be notified by the Contractor, in writing, at least one (1) week in advance prior to starting construction so that they will have adequate time to locate and mark their utility locations in the field and twenty-four (24) hours prior to commencing actual construction work. All utility companies must be notified so that they may have personnel on the job site to assist in locating their utility lines and avoid damage to their utilities. Specifically, AmerenCILCO, Comcast Communications, SBC, McLeod Communications and the Illinois-American Water Co., have requested that they be notified prior to the start of construction. A copy of the letter notifying the utility companies of the Contractor's intention to start work must be received by the City of Peoria Engineering Division before the Contractor will be permitted to start construction.

J.U.L.I.E. SYSTEM

The J.U.L.I.E. (Joint Utility Locating Information for Excavators) must be notified prior to starting construction, so that the respective utilities may have adequate time to locate and mark their underground facilities. Phone: 1-800-892-0123 or 811.

Since this is a Citywide program, J.U.L.I.E. will need to be notified before construction on each property.

CERTIFIED PAYROLL REQUIREMENTS

Contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis 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 on EPrismSoft, per the EEO guidelines outlined in Section VII of the Good Faith Efforts Requirements, herein.

PREVAILING WAGE PROVISION

This contract is for the performance of "public works" as that term is defined by 820 ILCS 130/2. Not less than the prevailing rate of wages as found by the Illinois Department of Labor or determined by a Court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are revised on a monthly basis and can be found on the Illinois Department of Labor's website.

It shall be the contractor's responsibility to monitor the prevailing wages and adjust his payroll accordingly as soon as any rates are revised by the Department of Labor.

Updated rates, as of August 15, 2018 are below. Also from IL Dept of Labor: definitions and descriptions shall match 2017 published notifications.

SUBSTANCE ABUSE PREVENTION PROGRAM

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

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

PROTECTION OF THE PUBLIC

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

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

ITEMS DESIGNATED FOR REMOVAL AND EXCAVATION

All removal items and excavated material remain the property of the Contractor unless otherwise indicated in the contract documents. The Contractor shall dispose of the removed items and/or excavated material outside the limits of the improvement as the Contractor may provide. Excavated material to remain on the job site shall be placed as directed by the Engineer.

CITY SIGNS

The contractor, at his own expense, shall be required, as directed by the Engineer, to relocate or remove and reinstall all street, traffic, parking, etc. signs belonging to the City within the limits of the improvement. All signs which interfere with construction operations shall be removed, stored in a place away from work, and replaced by the contractor after the improvement has been completed if they are not required for traffic control. Signs which are required for traffic control shall be reinstalled at a temporary location acceptable to the Engineer, in a workmanlike manner, visible to traffic, and maintained straight and neat for the duration of the temporary setting. Signs shall not be moved until progress of the work demands the relocation. The cost of this item shall be included in the contract unit price bid for the item of work which necessitated the removal.

BRICK REPAIRS

There will be NO brick sidewalk repairs conducted under this contract. There may be brick sidewalks replaced with concrete sidewalks. Where new concrete sidewalk will abut existing brick sidewalk the contractor will be responsible for making any necessary adjustments to the brick sidewalk to match the new concrete sidewalk. The City will provide any new brick required for the necessary adjustments. This work shall be considered incidental to the affected items of work and no additional compensation will be allowed.

TRAFFIC CONTROL & PROTECTION

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

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

(701301-04; 701501-06; 701502-07; 701601-09; 701602-08; 701606-10; 701701-10; 701801-06; and 701901-06)

When construction operations require the closure of one lane, except turn lanes, the closure of said lane shall require the use of the specified arrow board per Standard 701901-06. The work shall be performed as directed by the Engineer.

Traffic movement should be inhibited as little as practical. Motorists should be guided in a clear and

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

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

The contractor 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.

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

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

TRAFFIC CONTROL AND PROTECTION will not be paid for separately, but shall be considered incidental to the affected items of work to be done.

DAMAGE TO EXISTING TREES

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

VAULTS

After the wall of the structure has been blocked (at property owner expense) and the concrete floor broke; the vault shall either be filled with flowable fill within 2" of grade and leveled with CA-6 or filled completely with granular material as directed by engineer within 10" of grade and topped with 6" of CA-6. All costs will be paid for per Article 109.04.

SAWCUTTING

Sawcutting shall be required at all locations where new concrete meets existing concrete unless otherwise approved by the Engineer. This shall be considered incidental to the item of construction involved and no additional compensation will be allowed.

EQUAL OPPORTUNITY REQUIREMENTS

EEO CONTRACT COMPLIANCE CLAUSE

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

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

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

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

During the performance of this contract, the Contractor agrees:

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

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

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

- (D) That during the performance of this contract, the Contractor will maintain its eligibility status to conduct business with the City of Peoria under the provisions of the EEO certification registration program.
- (E) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, sex, religion, national origin, age, or physical and/or mental disability.
- (F) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under Chapter 17. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with Chapter 17, the Contractor will promptly so notify the Equal Opportunity Office (hereinafter EEO) and/or the FEHC for the City of Peoria.
- (G) That it will submit reports as required and furnish all relevant information as may from time to time be requested the EEO and/or the FEHC.
- (H) That it will permit access to all relevant books, records, accounts and work sites by EEO staff members for purposes of investigation to ascertain compliance with Chapter 17.
- (I) That it will include verbatim or by reference the provisions of Section 17-120 of Chapter 17 so that such provisions will be binding in the same manner as with other provisions of this contract. The Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further, it will promptly notify the EEO and/or FEHC in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any subcontractor declared by the EEO and/or FEHC to be non-responsive and therefore, ineligible for contracts or subcontracts with the City of Peoria.
- (J) That during the performance of this contract, the Contractor agrees: that it will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment utilizing examples; (iv) the contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act (Public Act 87-1257). A copy of the policies shall be provided to the Illinois Department of Human Rights or the City of Peoria upon request.
- (K) That during the performance of this contract, the Contractor agrees that they do not and will not maintain or provide for their employees, any segregated facilities at any of their establishments, or permit employees to perform their services at any location under their control where segregated facilities are maintained.

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

(Revised 01/04)



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

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

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.

Pre-Bid Efforts when Awarding Subcontracts

- A. Bidders are required to contact and solicit, in writing, bids from M/WBEs for available subcontracting. In seeking solicitations, bidders are to identify the portion(s) of work to be subcontracted and offer to break down any portion(s) of work into economically feasible units in order to facilitate M/WBE participation. Bidders also are to provide the name of a specific contact person in their notice to the M/WBEs. Contact shall be made prior to bid opening. The name of each company contacted, the date and method must be submitted with bid documents.

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

- B. Bidders who are a MBE or WBE are not exempt from soliciting bids for available subcontracting. The bidder is required to contact, in writing, firms that will help the bidder meet the participation goal for the targeted group opposite to which the bidder belongs. If the bidder is identified as both a MBE and WBE, the participation goals shall be deemed to have been met.

In seeking solicitations, bidders are to identify the portion(s) of work to be subcontracted and offer to break down any portion(s) of work into economically feasible units in order to facilitate M/WBE participation. Bidders also are to provide the name of a specific contact person in their notice to the M/WBEs. Contact shall be made prior to bid opening. A list containing the name of each company contacted, the date and method must be submitted with bid documents.

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

III. Good-Faith Efforts Documentation when Utilizing Subcontractors

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

IV. Waiver Requirements When Self-Performing All Work

- A. All bidders will make every effort to make subcontract opportunities available to M/WBEs. However, if such an opportunity cannot be made available, the Bidder must seek a waiver by submitting “**M/WBE Participation Waiver Request.**” The waiver request must be submitted to the City of Peoria with bid documents.
- B. For the M/WBE waiver request to receive consideration, the following supportive documentation that applies must accompany the form:
 - 1. A narrative describing the Bidder’s good faith efforts to secure M/WBE participation prior to bid opening.
 - 2. A notarized affidavit attesting the Bidder did not receive inquiries or proposals from qualified M/WBEs in response to the required notification prior to bid opening.

3. A written explanation for why the Bidder believes no subcontracting opportunities exist. ***If the City of Peoria determines that the explanation is insufficient it reserves the right to halt the bid award process to request additional information from the Bidder. The Bidder will receive the request for information in writing.***
4. A written explanation for why the Bidder believes it is impracticable to award any subcontract(s) on the project in question. ***If the Equal Opportunity Office determines that the explanation is insufficient it reserves the right to halt the bid award process to request additional information from the Bidder. The Bidder will receive the request for information in writing.***

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

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

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

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

- i. When an M/WBE participates in a contract, count only the value of the work actually performed by the M/WBE toward M/WBE participation goals.
 1. Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (i)(2) of this section) that is performed by the M/WBE's own forces. Include the cost of supplies and materials obtained by the M/WBE for the work of the contract including supplies purchased or equipment leased by the M/WBE (except supplies and equipment the M/WBE subcontractor purchases or leases from the prime contractor or its affiliate).
 2. Count the entire amount of fees or commissions performed by an M/WBE firm towards M/WBE goals if that firm provides the

Apparent Low Bidder a bona fide professional, technical, consultant, or managerial service or provides bonds or insurance specifically required in a City of Peoria contract.

3. If an M/WBE subcontracts a portion of its work to an M/WBE, 100% of the value of the subcontracted work may be counted toward the M/WBE goal, but any portion of the work the M/WBE subcontracts to a non-M/WBE does not count toward the M/WBE goal.
- ii. When an M/WBE participates in a joint venture on a City contract, only count the dollar value of the portion of the work that the M/WBE performs with its own forces toward M/WBE goals.
 - iii. Count expenditures to an M/WBE contractor toward M/WBE goals if, and only if, the M/WBE is performing a commercially useful function on that contract.
 1. An M/WBE performs a commercially useful function when it is responsible for performing, managing, and supervising its contracted work; moreover, with respect to materials and supplies used on the contract, it must also be responsible for negotiating its price, and purchasing and managing those supplies.
 2. An M/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of M/WBE participation. It should be noted that an effort contrived to give the appearance of M/WBE participation is not considered a good faith effort and is considered an ethical violation that is subject to sanctions outlined in section V.
 3. If an M/WBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, you must presume that it is not performing a commercially useful function and the dollar amount of that work will not count toward the M/WBE goals.
 4. When an M/WBE is presumed the City of Peoria not to be performing a commercially useful function as provided in paragraph (iii)(3) of this section, the M/WBE may present evidence to rebut this presumption. Your rebuttal is subject to review by the City of Peoria.

- iv. Use the following factors in determining if an M/WBE trucking company is performing a commercially useful function:
 1. The M/WBE trucking company must manage and supervise the trucking work it is being paid to perform. A contrived arrangement for the purpose of giving the appearance of meeting M/WBE goals is not considered a good faith effort.
 2. The M/WBE trucking company must own and operate at least one fully licensed, insured, and operational truck used on the contract.
 3. The M/WBE trucking company receives credit for the total dollar value of the transportation services it provides on the contract using trucks it owns, insures, and operates.
 4. The M/WBE trucking company may lease trucks from another M/WBE trucking firm, including an owner-operator who is certified as an M/WBE. The M/WBE who leases trucks from another M/WBE receives total credit for the dollar value of the transportation services the M/WBE trucking lessee provides on the contract.
 5. The M/WBE trucking company may also lease trucks from a non-M/WBE trucking firm, including an owner-operator. The M/WBE who leases trucks from a non-M/WBE is only entitled to credit for the fee or commission it receives as a result of the lease arrangement. The M/WBE does not receive credit for the total dollar value of the transportation services provided by the lessee since these services are not provided by an M/WBE.
 6. A lease agreement with an M/WBE trucking firm must indicate that the M/WBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the M/WBE, so long as the lease gives the M/WBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the M/WBE.
- v. Count expenditures with M/WBEs for materials and supplies toward M/WBE goals in the following manner:
 1. If the materials or supplies are obtained from an M/WBE manufacturer, count 100% of the cost of the materials or supplies toward M/WBE goals.

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

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

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

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

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

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

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

VII. Record Keeping and Reporting

- A. The General Contractor and subcontractors agree to maintain records demonstrative of its good faith efforts to comply with the participation goals attached to the project. This would include, but not limited to, names of M/WBEs and non-minority firms awarded subcontracts, including dollar amount of the contract, payments to subcontractors, and weekly certified payroll reports. These records shall be made available to the City of Peoria.

- B. All information will be provided through ePrismSoft, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Peoria. To activate access, the General Contractor and subcontractors must contact Human Capital Development at webnfo@eprismsoft.com 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.

ROADWORK SPECIAL PROVISIONS

SALVAGING EXISTING MATERIAL

All existing municipally owned street castings, millings and pavement brick, in usable condition within the limits of the improvement shall, if not required for further use in the construction of the improvement, be carefully excavated and preserved by the Contractor. Sidewalk brick shall not be considered pavement brick and the contractor will have the salvage rights to the sidewalk brick removed. Said street castings, millings, and pavement brick shall be separated from other removal materials and hauled by the Contractor to the City's yard on Darst Street. The Contractor shall contact Sie Maroon at 309-645-5139, in advance of hauling salvaged materials to the City's yard on Darst Street.

The cost of salvaging and hauling existing municipally owned street castings, millings and pavement brick, as outlined herein, will not be paid for separately, but the cost shall be included in the contract unit price for the item of construction involved.

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 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:

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 with written property owner approval.

EARTH EXCAVATION has been provided in the contract quantities for the program to pay for removal of soil at locations where sidewalk does not currently exist. This work will be paid for at the contract unit price per CUBIC YARD for EARTH EXCAVATION; which shall include all labor, tools, and equipment necessary to complete this work as specified.

SIDEWALK REMOVAL

This work shall consist of the removal of all PCC sidewalk as directed by the Engineer. This does not include areas designated as combination curb & sidewalk. 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 pavement where noted or directed by the engineer shall be incidental to the item of work.

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 said structure, all labor, tools, materials and equipment necessary to complete this work as specified.

COMBINATION CURB & SIDEWALK REMOVAL

This work shall consist of the removal of all combination curb/sidewalk, PCC sidewalk 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 pavement where noted or directed by the engineer shall be incidental to the item of work.

If a longitudinal joint exists, segmenting a sidewalk that is wider than 6 foot from back of integrally-poured curb, then the area between the face of curb to the next joint beyond the curb's dummy joint shall be measured as COMBINATION CURB & SIDEWALK REMOVAL. However, any sidewalk that runs beyond the joint shall be measured for Payment as SIDEWALK REMOVAL. This shall only take effect when a sidewalk exceeds 6 feet wide and has multiple joints.

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

PAVEMENT REMOVAL, SPECIAL

This work shall consist of the removal of all commercial driveways and driving pavement surfaces adjacent to the specific site at the ADA Ramps on NE Monroe & Fulton St or as directed by the Engineer.

This work shall be done in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction." Payment for removal and replacement will not be allowed for items removed beyond the limits of construction or those items damaged needlessly by the contractor. The cost of sawing pavement where noted or directed by the engineer shall be incidental to the item of work.

This work will be paid for at the contract unit price per SQUARE YARD for PAVEMENT 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.

CURB REMOVAL, COMBINATION CURB & GUTTER REMOVAL

This work shall consist of the removal of all existing curb 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 pavement where noted or directed by the engineer shall be incidental to the item of work *except for the areas noted on the plans.*

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

Sawcuts shall stay within 1 feet of the face of barrier curb or from edge of gutter flag unless otherwise directed by the Engineer. Any over-cuts and pavement removal shall be at the Contractor's expense, unless otherwise directed by the Engineer.

SUBBASE GRANULAR MATERIAL

This item shall be in accordance with applicable portions of Section 311 of the "Standard Specifications for Road and Bridge Construction."

*Locations where **existing** curb, combination curb & gutter, gutter flag, sidewalk, or combination curb & PCC sidewalk are being removed and replaced* – this work shall consist of placing additional Subbase Granular Material, Type B as directed by the Engineer to prepare the sub-base to the proper elevation. This work shall be performed at the discretion of the Engineer. The thickness of aggregate required will vary. This work will be paid for at the contract unit price per TON for SUBBASE GRANULAR MATERIAL, TYPE B.

*Locations where existing Brick Sidewalks are being removed and replaced with PCC sidewalks or where **new** curb, combination curb & gutter, gutter flag, sidewalk, or combination curb & sidewalk are being constructed for the first time* - this work shall consist of providing a minimum of four inches (4") of

Subbase Granular Material, Type B having a gradation of CA-6, compacted in place to provide the proper sub-base for curb, combination curb & gutter, gutter flag, sidewalk, and combination curb & sidewalk in accordance with the plans and as directed by the Engineer. This work will be paid for at the contract unit price per TON for SUBBASE GRANULAR MATERIAL, TYPE B.

All excavation required to prepare the sub-grade prior to placement of the granular material will not be paid for separately but included in the cost of the item the granular material is required for.

INLETS TO BE ADJUSTED

This work shall be done in accordance with the applicable portions of Section 602 of the Standard Specifications and in the presence of the Engineer.

The Contractor shall be responsible for assuring that the castings are not damaged during removal. Castings damaged by the Contractor will be replaced at the Contractor's expense.

This work shall be paid for at the contract unit price per EACH for INLETS TO BE ADJUSTED and shall include all labor, materials, tools, and equipment necessary to complete this work.

CONCRETE CURB, TYPE B

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

This work will be paid for at the contract unit price per FOOT for CONCRETE CURB, TYPE B, which shall include all labor, excavation, earth backfill along the back of the curb, materials, curing compound, tools and equipment necessary to complete this work as specified. The cost will also include rubbing the face of the curb to create a clean finish.

P.C.C. COMBINATION CURB AND SIDEWALK, 4"

This work shall consist of an integrally poured Portland cement concrete combination curb/sidewalk as in accordance with Section 424 of the "Standard Specifications for Road and Bridge Construction" and the IDOT Standard for Combination Concrete Curb & Sidewalk 4". This work shall also consist of an integrally poured Portland cement concrete side curb on the back or front side of side of the sidewalk.

The basis of payment shall be the area in square feet of the top surface of the curb and sidewalk for each property and will include the front finished face of curb, for that area exposed above the flowline.

This work will be paid for at the contract unit price per SQUARE FOOT for P.C.C. COMBINATION CURB AND SIDEWALK, 4" which shall include all labor, excavation, earth backfill along the back of sidewalk, materials, curing compound, tools and equipment necessary to complete this work as specified.

P.C.C. SIDEWALK, 4"

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

The method of measurement shall be the total exposed surface area of the walk in square feet for each property.

This work will be paid for at the contract unit price bid per SQUARE FOOT for P.C.C. SIDEWALK, 4"., which shall include all labor, excavation, earth backfill along the sidewalk, seeding, curing compound, tools and equipment necessary to complete this work as specified.

P.C.C. PAVEMENT, 8" SPECIAL

This work will be performed in accordance with Section 423 of the "Standard Specifications for Road and Bridge Construction" and City Standards.

Work to be measured as part of this Pay Item shall be any effort to install commercial driveway or full-depth pavement patching that is specifically laid out by the Engineer. This work does not include base course patching or any work associated with Incidental Hot-Mix Asphalt, Special.

The method of measurement shall be the total exposed surface area in square yards. Monolithic-poured toes with driveway pavement shall be included in this measurement for the top surface area of the typical 6" wide depressed area.

This work will be paid for at the contract unit price bid per SQUARE YARD for PCC PAVEMENT, 8", SPECIAL, which shall include all labor, excavation, earth backfill along the sidewalk, seeding, curing compound, tools and equipment necessary to complete this work as specified.

INCIDENTAL HOT-MIX ASPHALT SURFACING (SPECIAL)

This item will be constructed in accordance with section 408 of the "Standard Specifications for Road and Bridge Construction", except that all necessary BITUMINOUS MATERIALS (PRIME COAT) and AGGREGATE (PRIME COAT) will be included in the cost of this item. The work will consist of sawing and milling a minimum of 3" in depth and one foot from the face of curb or outside edge of gutter flag, in the areas disturbed during removal, disposal of asphalt, grading and compacting base if necessary, applying the prime coat, and placing 3" of Hot-Mix Asphalt Surface Course. This work will also consist of placing concrete base course or aggregate base course at the direction of the engineer if needed to fill the void between the new sidewalk and existing pavement. This work will not be paid for separately but included in the cost of the Incidental Hot-Mix Asphalt Surfacing (Special).

The work will be paid for at the contract unit price per SQ FT for INCIDENTAL HOT-MIX ASPHALT SURFACING (SPECIAL), which shall include all saw cutting, removal, prime, concrete base course, aggregate base course, excavation, labor, tools, materials and equipment necessary to complete the work as specified.

CURING COMPOUND

This item shall be furnished and applied in accordance with Article 1020.13 of the "Standard Specifications" except as herein provided. *Material shall be Silencure or Engineer-approved equivalent.*

Curing Compound shall be applied to all exposed Portland Cement Concrete Surfaces.

This work will not be paid for separately but shall be included in the cost of the item of the construction bid.

CONCRETE FIBERS

The contractor may use micro-fibers in lieu of the welded wire mesh. The micro-fibers and dosage rate shall be approved by the engineer prior to use. The dosage rate shall meet the recommendations of the supplier, with no less than 1 pound per Cubic Yard. The micro-fibers shall be supplied by an IDOT approved supplier of synthetic fibers.

Concrete fibers will not be paid for separately but shall be included in the cost of the following: COMBINATION CURB & SIDEWALK, PCC PAVEMENT 8" SPL.

SEEDING AND MULCHING

This work shall consist of broadcasting Class I (Lawn Mixture) seed over all earthen areas disturbed by construction in accordance with Article 250 of the Standard Specifications. All seeded areas shall immediately be mulched using Method 1 in accordance with Article 251 of the Standard Specifications.

Seeding and Mulching will not be paid for separately, but shall be considered incidental to the construction contract.

SIDEWALK RAMPS FOR THE DISABLED

Sidewalk ramps shall be constructed per ADA and PROWAG requirements. Details of ramps are per Highway Standard 424001-07, 424006-01, 424011-01, 424016-02, 424021-01, 424026-01, and 424031-01. Any variation in the shape of curbs and sidewalk or needed landscaping of dirt at a corner to accommodate ramps for the handicapped shall not be paid for separately, but shall be considered incidental to the item of construction involved.

This work will be paid for at the contract unit price per SQUARE FOOT of P.C.C. COMBINATION CURB & SIDEWALK, 4" or P.C.C. SIDEWALK 4."

Any side curb poured integrally with a ramp will be paid for at the contract unit price per SQUARE FOOT OF P.C.C. COMBINATION CURB & SIDEWALK 4". The square footage will include the exposed vertical surface areas of the side curbs.

Concrete Curb, Type B & Combination Concrete Curb & Gutter along the roadway will be paid for at the contract unit price per FOOT. Detectable warnings will be paid for at the contract unit price per SQUARE FOOT. There shall be a minimum of four inches of concrete placed below the detectable warning panels.

DETECTABLE WARNINGS

This work shall consist of a 24-inch strip of the Federal Standard color 30166, brick red, as its

standard of detectable warning in the direction of travel and shall extend the full width of the curb ramp or flush surface. This work shall conform to the details given in the plans and in accordance with Section 424 of the "Standard Specifications for Road and Bridge Construction".

Detectable warnings shall be installed at all designated ADA ramps per the appropriate IDOT curb ramp standard.

The following will be the acceptable construction techniques.

1. Cast-in-Place truncated dome ramps must be formed with a rigid mold. Every area of the tool shall be tamped directly above the stamp to form a uniform appearance. The concrete used shall be Class X (SI) concrete that has the Federal Standard color 22144, brick red, the entire depth. Broadcasting brick red dye or painting the sidewalk brick red **will not** be acceptable methods.
2. DetectTile PFC Composite truncated dome panels. Panels must be the Federal Standard color 22144, brick red. Panels shall be placed within the Class X (SI) concrete. They shall have a minimum of four anchors per ceramic panel to secure the panels to the concrete ramp.
3. Armor-Tile Tactile Systems manufactured Diamond-Hard Vitrified Polymer truncated panels. Panels must be the Federal standard color 22144, brick red, unless otherwise approved by the Engineer.
4. Pre-Cast concrete truncated dome ramp panels. The panels shall be a minimum of 2-inches thick with the entire depth consisting of Class X (SI) concrete that is Federal Standard color 22144, brick red. The pre-cast panels shall have wire mesh or fiber mesh reinforcement. Tapered edges or holes so that dowel reinforcement rod can be placed within the insert shall be acceptable methods. These shall be placed before placing the rest of the ramp so that they are tightly secured into place.
5. TufTile Polymer detectable warning surfaces. Panels must be the Federal standard color 22144, brick red, unless otherwise approved by the Engineer.

Final determination of acceptability shall be the responsibility of the Engineer.

THESE FIVE METHODS ARE THE ONLY ACCEPTABLE MEANS FOR TRUNCATED DOME RAMPS WITHIN THE CITY OF PEORIA.

Detectable Warnings will be paid for at the contract unit price per square foot of surfacing, which shall include all labor, tools, materials and equipment necessary to complete the work as specified.

TIE BARS & DOWEL BARS

All tie bars required for sidewalk, curb, or pavement will not be paid for separately but included in the cost of the item the tie bars are required for. Any dowel bars required will not be paid for separately but included in the cost of the item required for.

APPENDIX A

EEO DOCUMENTS



OFFICE OF EQUAL OPPURTUNITY

READ THESE INSTRUCTIONS BEFORE FILLING OUT THE EMPLOYER REPORT CC-1

Who needs to file? Any business providing a good or service for remuneration to the City of Peoria, the County of Peoria, or the Greater Peoria Sanitary District and any business receiving financial assistance from the City of Peoria.

What needs to be submitted? A completed Employer Report Form CC-1 to obtain for the first time, or renew an EEO Certification Number.

First Time Applicant: Complete the form. Check the appropriate box to indicate "initial registration" status. Supply 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 Applicant: Complete the form. Check the appropriate box to indicate "renewal registration" status. If known, enter expired or expiring EEO Certification Number in space provided. **You do not need to submit the Sexual Harassment Policy as it is already on file.**

Processing Fee: A fifty-dollar (\$50.00) processing fee will be charged with each submission of the Employer Report Form CC-1

Method of Processing Fee Payment: The City of Peoria Treasurer's office will accept checks (payable to the City of Peoria) money order, cash payment, OR online thru Illinois E-Pay.

Submittal Instructions: Either **mail, hand deliver, or email** (eo@peoriagov.org) your completed materials.

Business Address:

City of Peoria
Office of Equal Opportunity
419 Fulton Street, Room 403
Peoria, IL 61602-1276

Online Payment:

Visit www.illinoisepay.com

Workforce Profile Definitions

Definition of employee - For purposes of this form, an "employee" is an individual performing services for remuneration for the employer. Only full-time employees are to be reported.

Description of Race/Ethnic - Race/ethnic designations as used by the Department do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. They are:

"White (Not of Hispanic Origin)" All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

"Black or African-American" (Not of Hispanic Origin). All persons having origins in any of the Black racial groups of Africa. "

"Hispanic or Latino" All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

“Asian or Pacific Islander” All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

“American Indian or Alaskan Native” All persons having origins in any of the original peoples of North America, and who maintain

Definition of categories - Each employee should be counted in only one job category. Select the category containing the jobs most similar to that performed by the employee. The jobs listed in each category are intended to provide examples, not a complete list, of all job titles falling into that category.

“Officials and Managers” Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, etc.

“Professionals” Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, scientists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, registered professional nurses, etc,

“Technicians” Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post high school education, such as is offered in many technical institutes and union colleges, or through equivalent on-the-job training. Includes: computer programmers, drafters, engineering/mathematical/scientific aides, licensed/practical/vocational nurses, photographers, radio operators, etc.

“Sales” Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, etc.

“Office and Clerical” Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, etc.

“Craft Workers (skilled)” Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors/lead operators not members of management, mechanics, skilled machinists, electricians, compositors/typesetters/engravers, etc.

“Operatives (semiskilled)” Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto/plumbing/bricklaying/carpentry/electrical/machinist/mechanical/building trade/metalworking/printing trades, etc.)

“Laborers (unskilled)” Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers/greasers, gardeners, farm workers, stevedores, wood choppers, lifting/digging/mixing/loading/pulling laborers, etc.

“Service Workers” Workers in both protective and non-protective service occupations. Includes: attendants (hospital/other institutions, professional/personal service, nurses aides/orderlies), barbers, char workers/cleaners, cooks, counter/fountain workers, elevator operators, firefighters/fire protection, guards, doorkeepers, stewards, janitors, etc.

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

KEEP THESE INSTRUCTIONS FOR YOUR RECORDS

Rev.: Feb. 2014

SECTION VI. WORKFORCE INFORMATION (FULL TIME ONLY)

SEE THE INSTRUCTIONS BEFORE COMPLETING THIS SECTION.

JOB CATEGORIES	OVERALL TOTALS		WHITE (Not of Hispanic Origin)		BLACK OR AFRICAN AMERICAN		HISPANIC OR LATINO		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE	
	M	F	M	F	M	F	M	F	M	F	M	F
Office & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												

M=MALE F=FEMALE

SECTION VII. GENERAL INFORMATION

1. DESCRIBE THE GOODS OR SERVICES PROVIDED BY THE EMPLOYER.		
	YES	NO
2. IS IT THE COMPANY'S POLICY TO RECRUIT, HIRE, TRAIN, UPGRADE, PROMOTE, AND DISCIPLINE PERSONS WITHOUT REGARD TO RACE, COLOR, SEX, RELIGION, NATIONAL ORIGIN, VETERAN STATUS, AGE, MENTAL AND/OR PHYSICAL DISABILITY?		
3. HAS THE COMPANY DEVELOPED A WRITTEN AFFIRMATIVE ACTION PLAN?		
4. HAS THE COMPANY DEVELOPED A WRITTEN SEXUAL HARASSMENT POLICY STATEMENT? ATTACH A COPY IF THIS IS THE FIRST TIME APPLYING FOR AN EEO CERTIFICATION NUMBER.		
5. HAS THE COMPANY NOTIFIED ITS ADVERTISING AND RECRUITMENT SOURCES THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER?		
6. HAS THE COMPANY BEEN CERTIFIED AS A MINORITY, WOMAN OR DISADVANTAGED BUSINESS ENTERPRISE BY A STATE OR FEDERAL AGENCY? CHECK STATUS ___ MBE ___ WBE ___ DBE ATTACH COPY IF NOT PREVIOUSLY SUBMITTED.		
7. DOES THE CONTRACTOR UNDERSTAND AND AGREE THAT IT IS ILLEGAL TO MAINTAIN SEGREGATED FACILITIES FOR ANY OF ITS EMPLOYEES ON THE BASIS OF RACE, RELIGION, COLOR, NATIONAL?		
8. HAS THE COMPANY EVER BEEN DISQUALIFIED FROM CONDUCTING BUSINESS WITH A LOCAL, STATE, OR FEDERAL AGENCY? IF SO, PLEASE PROVIDE DATES AND THE REASONS FOR DISQUALIFICATION		

SECTION VIII. CERTIFICATION

I certify that the information provided in this report, and in any attachments thereto, is true and accurate to the best of my knowledge and belief. The employer filing this report agrees that all applicable ordinances and administrative policies, procedures regulating affirmative action and equal employment opportunity are hereby incorporated by the individual authorized to sign this form on behalf of the employer.

SIGNATURE	PRINT NAME & TITLE	TELEPHONE NUMBER	DATE
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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 VII.

CONTRACT DELIVERABLES

CITY OF PEORIA SUBCONTRACTOR PAYMENT FORM

PRIME CONTRACTOR

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

PROJECT

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

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

Subcontractor (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

CITY OF PEORIA MONTHLY WORKFORCE ANALYSIS

Check appropriate status

Month Ending _____

Contractor

Subcontractor

Name: _____

Address: _____

Contact Person: _____

Phone: _____

Project: _____

Date Work Started: _____

Percent Complete: _____%

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

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

**CITY OF PEORIA
NOTIFICATION OF CHANGE IN PARTICIPATION**

Type of Change

Date: _____

_____ Subcontractor. Complete Part 1
_____ Self-Performance. Complete Part 2

PRIME CONTRACTOR

PROJECT

Name: _____

Name: _____

Address: _____

Phone: _____

PART 1

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

From Name _____

To Name _____

Address _____

Address _____

Phone _____

Phone _____

Status _____ MBE _____ WBE _____ Non-M/WBE

Status _____ MBE _____ WBE _____ Non-M/WBE

Contract Amount _____

Will scope of work change? _____ Yes _____ No

Describe change _____

Reason for Contractor Change _____

PART 2

Complete if deviating from intent to self-perform.

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

Change was due to _____ Emergency _____ Non-Emergency

Explain Situation _____

Describe good faith efforts to utilize M/WBE _____

Name of added Contractor _____

Address _____

Phone _____

Status _____ MBE _____ WBE _____ Non-M/WBE

Contract Amount _____

Scope of Work _____

Signed: _____

Contractor

Title

MISCELLANEOUS

CITY OF PEORIA
SAMPLE CONTRACT

This agreement, made and entered into this _____ day of _____, 2018, 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).

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)

STANDARDS