

SUBMITTED BY:

OTTO BAUM COMPANY, INC.

CONTRACTOR'S NAME

866 N. Main St.

CONTRACTOR'S ADDRESS

Morton, IL 61550

CITY, STATE, ZIP

STATE OF ILLINOIS

CITY OF PEORIA

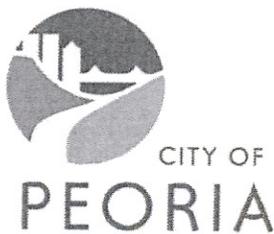
COUNTY OF PEORIA

SPECIFICATIONS, PLANS, MATERIAL
QUANTITIES AND CONTRACT BID

FOR

POPLETT HOLLOW ROAD CULVERT REPLACEMENT

TO BE CONSTRUCTED UNDER THE PROVISIONS OF
THE CITY OF PEORIA



BID OPENING: 2:00 P.M., Tuesday June 10, 2014

Scott D. Reeise, P.E., City Engineer

STATE OF ILLINOIS
CITY OF PEORIA

NOTICE TO BIDDERS

1. Time and Place of Opening Bids.

Sealed bid for the improvement described herein will be received at the Office of the City Engineer, 3505 N. Dries Lane, Peoria, Illinois, until **2:00 P.M., Tuesday June 10, 2014**, and at that time publicly opened and read.

2. Description of Work.

(A) Proposed improvement is officially known as the **POPLETT HOLLOW ROAD CULVERT REPLACEMENT**.

(B) The proposed improvement consists of earth excavation, subbase granular material, HMA pavement, aggregate shoulder, concrete gutter, concrete box culvert and end sections, sheet piling, gabions, traffic control and protection, seeding, various removals, and miscellaneous other improvements specified herein and as shown on the plans.

3. Instruction to Bidders.

(A) Specifications and bid forms may be examined at the Offices of the City Engineer, Public Works Facility, 3505 North Dries Lane, Peoria, IL. Before plans and specifications may be obtained, contractors must be pre-qualified. Complete sets of specifications and bid 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 request electronic documents by email to pwdropbox@peoriagov.org.

(B) All bids must be accompanied by a bid 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 bid 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.

(C) Bidders shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Bidders are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE PROJECT NAME: "POPLETT HOLLOW ROAD CULVERT REPLACEMENT", DATE AND TIME THE REQUEST IS DUE.

(D) The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of

possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Owners' Representative, approval must be obtained prior to the bid opening. The request to use substitute items must be accompanied by complete specifications of the substitute items.

- (E) Unit costs must be clearly identified for each component requested by the bid document or otherwise submitted by the Bidder. All costs shall be stated in U.S. dollars. Each pay item should have a unit price, a bid will be declared unacceptable if a unit price is not shown. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid or his/her authorized Representative.
- (F) Each bid must be signed by the Bidder with its usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

4. Rejection of Bids.

The City of Peoria reserves the right to reject any or all bids as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction," and LRS6 Recurring Special Provision, prepared by the Department of Transportation of the State of Illinois.

STATE OF ILLINOIS
CITY OF PEORIA

**PROPOSAL
TO THE CITY OF PEORIA:**

OTTO BAUM COMPANY, INC.

1. Proposal of _____
i. (Name and Address of Bidder)
for the improvement, designated in Paragraph 2 below, consisting of earth excavation, subbase granular material, HMA pavement, aggregate shoulder, concrete gutter, concrete box culvert and end sections, sheet piling, gabions, traffic control and protection, seeding, various removals, and miscellaneous other improvements specified herein and as shown on the plans.
2. The specifications for the proposed improvement are those prepared for the City of Peoria Engineering Department, which specifications are designated as **POPLETT HOLLOW ROAD CULVERT REPLACEMENT**.
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, 2012. The undersigned agrees to accept, as part of the contract, the Special Provisions contained within this bid.
4. The undersigned declares that they will comply with the applicable provisions of Division 100, General Requirements and Covenants.
5. The undersigned agrees to complete the work as described in these documents, and to be substantially complete by September 30, 2014 with final punch list items completed by October 7, 2014, unless additional time is granted in accordance with Article 108.09 of the Specifications.
6. The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City Manager, and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance section 10-102. The contractor will not be liable to perform if situations arise by reason of strikes, acts of god or the public enemy, acts of the City, fires, or floods.
7. In case of default by the contractor, the City will procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred.
8. Accompanying this bid 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 bid 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 \$ bid bond.

Attach Cashier's Check or Certified Check Here

9. 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.
10. Unit costs must be clearly identified for each component requested by the contract document or otherwise submitted by the Bidder. All costs shall be stated in U.S. dollars. Each pay item should have a unit price, a bid will be declared unacceptable if a unit price is not shown. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid or his/her authorized Representative.
11. The city is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Bidder must show the amount of tax included in the unit price.
12. The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of chapter 775 of the Illinois compiled Statues 5/2-105 on sexual Harassment policies.
13. With the executing of this contract, the Bidder is certifying to the non-collusion in the preparation and submittal. The Response must be properly executed by the Bidders or the response will not be considered for selection.
14. The successful vendor agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified herein.
15. The successful Bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.
16. Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Bidders".
17. This contract will be governed by the laws of the State of Illinois.
18. "The contractor/vendor 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 or mental handicap which would not interfere with

the efficient performances of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the City written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors.”

“The contractor/vendor agrees that the provision of division 4 Article III of Chapter 17 of the code of the City of Peoria is hereby incorporated by reference, as if set out verbatim.”

19. 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.

20. 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.*

21. To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria, must be registered in the City of Peoria’s Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program.

The number is secured by completing and submitting, under notary seal, an Employer report form CC-1 (with required sexual harassment policy attached) to the City’s Equal Opportunity Office. *Please note that the Certificate of Compliance is valid for one year and must be annually renewed.* The form may be request on-line from the City’s website (www.ci.peoria.il.us). Click on Department Focus, Equal Opportunity Office, Forms, then

select "Employer Report" or "**Renewal**". The forms can also be obtained by writing or calling:

City of Peoria
Equal Opportunity Office
419 Fulton Street
Peoria, IL 61602
(309) 494-8530 Voice
(309) 494-8532 TTY

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (\$50.00) processing fee will be charged with each original submission of the Employer Report Form Cc-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

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

EEO CERTIFICATION* (Check one):

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

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

Certificate of Compliance Number: 00073-141231

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

22. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract:



OTTO BAUM COMPANY, INC.

C O N T R A C T O R S

MASONRY ■ CONCRETE ■ EARTHWORK ■ SITE/CIVIL ■ RESTORATION

www.ottobaum.com

309-266-7114 ■ Fax 309-263-1050

866 N. Main St. ■ P.O. Box 161 ■ Morton, IL 61550

Contact: Rich Miller
217-622-0257

Job Name: Poplett Hollow Rd. Culvert Replacement
City of Peoria, IL

Acknowledge Addendum #1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	SEEDING, CL 1A	0.25	ACRE	7,300.00	1,825.00
20	TEMPORARY DITCH CHECK	20.00	FT	42.00	840.00
30	STONE RIPRAP, CLASS A5	130.00	SY	100.00	13,000.00
40	GABIONS	40.00	CY	235.00	9,400.00
50	AGGREGATE BASE COURSE, TYPE B 8"	279.00	SY	20.00	5,580.00
60	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N30	48.00	TON	185.00	8,880.00
70	PAVEMENT REMOVAL	320.00	SY	9.00	2,880.00
80	DRIVEWAY PAVEMENT REMOVAL	9.00	SY	34.00	306.00
90	AGGREGATE DRIVEWAY SHOULDERS, TYPE B 6"	32.00	SY	61.00	1,952.00
100	REMOVAL OF EXISTING STRUCTURES	1.00	EA	28,000.00	28,000.00
110	TEMPORARY BRIDGE COMPLETE	1.00	EA	80,000.00	80,000.00
120	BOX CULVERT END SECTIONS, CULVERT NO. 1	2.00	EA	32,500.00	65,000.00
130	PRECAST CONCRETE BOX CULVERTS 7'X6'	72.00	FT	625.00	45,000.00
140	PERMANENT STEEL SHEET PILING	390.00	SF	52.00	20,280.00
150	GRANULAR BACKFILL FOR STRUCTURES	240.00	CY	83.00	19,920.00
160	CONCRETE GUTTER, TYPE A (SPECIAL)	140.00	FT	118.00	16,520.00
170	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1.00	LS	3,600.00	3,600.00
180	EMERGENCY BACKFILL	1.00	LS	4,900.00	4,900.00

GRAND TOTAL

\$327,883.00

SCHEDULE OF PRICES

Item #	Item Description	Quantity	Unit	Unit Cost	Item Total
1	SEEDING, CLASS 1A	0.25	ACRE		\$ -
2	TEMPORARY DITCH CHECK	20	FOOT		\$ -
3	STONE RIPRAP, CLASS A5	130	SQ YD		\$ -
4	GABIONS	40	CU YD		\$ -
5	AGGREGATE BASE COURSE, TYPE B 8"	279	SQ YD		\$ -
6	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N30	48	TON		\$ -
7	PAVEMENT REMOVAL	320	SQ YD		\$ -
8	DRIVEWAY PAVEMENT REMOVAL	9	SQ YD		\$ -
9	AGGREGATE SHOULDERS, TYPE B 6"	32	SQ YD		\$ -
10	REMOVAL OF EXISTING STRUCTURES	1	EACH		\$ -
11	TEMPORARY BRIDGE COMPLETE	1	EACH		\$ -
12	BOX CULVERT END SECTIONS, CULVERT NO. 1	2	EACH		\$ -
13	PRECAST CONCRETE BOX CULVERTS 7' X 6'	72	FOOT		\$ -
14	PERMANENT STEEL SHEET PILING	390	SQ FT		\$ -
15	GRANULAR BACKFILL FOR STRUCTURES	240	CU YD		\$ -
16	CONCRETE GUTTER, TYPE A (SPECIAL)	140	FOOT		\$ -
17	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM		\$ -
18	EMERGENCY BACKFILL	1	L SUM		\$ -

SIGNATURE PAGE

(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 OTTO BAUM COMPANY, INC.

Signed by [Signature]

Business Address 866 N. Main St.
Morton, IL 61550

Insert Names
of Officers:

Terry L. Baum
President

Craig R. Baum
Secretary

Kurt L. Baum
Treasurer

Attest: [Signature]
Secretary





CITY OF PEORIA SUB-CONTRACTOR 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

OTTO BAUM COMPANY, INC.
 Name: _____
 Address: 866 N. MAIN ST.
 Phone: 309-266-7114
 Contact Person: RICH MILLER
 Email: richmiller@ottobaum.com

Project

Name: POPLETT HOLLOW RD REPAIR
 Total Contract Value: 327,883.00

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

Section III: Selected Subcontractors

Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
<u>THORNTON RAVE</u>	<u>MBE</u>	<u>26,748</u>	<u>8.16</u>	<u>BOX CULVERT SUPPLY</u>
<u>N.E. RUDS TRUCKING</u>	<u>WBE</u>	<u>7,831.50</u>	<u>2.39</u>	<u>TRUCKING</u>
<u>CJL LANDSCAPING</u>	<u>WBE</u>	<u>1,625</u>	<u>0.5</u>	<u>LANDSCAPING</u>
<u>CNS FORESTRY</u>	<u>WBE</u>	<u>11,450</u>	<u>3.49</u>	<u>CLEARING</u>
<u>MCS</u>	<u>WBE</u>	<u>3,200</u>	<u>1.00</u>	<u>TRAFFIC CONTROL</u>
<u>KENNEL TRUCKING</u>	<u>NON</u>	<u>13,901.50</u>	<u>4.24</u>	<u>TRUCKING PAVG</u>
<u>TAZEWELL CO. ASPHALT</u>	<u>NON</u>	<u>8,400</u>	<u>2.56</u>	<u>ASPHALT</u>
TOTALS				

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

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

Subcontractor Name	Scope of Work Bid	Denial Reason
<u>MILLENNIA</u>	<u>LANDSCAPING</u>	<u>NOT LOWEST QUOTE</u>
<u>WARDS CUSTOM LANDSCAPING</u>	<u>LANDSCAPING</u>	<u>NOT LOWEST QUOTE</u>

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

-----Continues on next page-----

For Office Use Only

Reviewed by: _____

Section V: Subcontractors Contacted (M/WBE Only)

Subcontractor Name	Method of Contact	Contact Outcome

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

Section IV

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 the Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participation.

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



Signature of Prime Contractor

6/10/14

Date

For Office Use Only
Reviewed by: _____

Org.: May 2008
Revised: Feb. 2011