



Submitted By: Oberlander Electric
Contractor Name

11009 N. State St.
Business Address

Mossville, IL 61552
City, State, Zip Code

STATE OF ILLINOIS
CITY OF PEORIA
COUNTY OF PEORIA

SPECIFICATIONS, PLANS, MATERIAL
QUANTITIES AND CONTRACT PROPOSAL

FOR
Nebraska Ave. Street Lighting - Knoxville to Wisconsin
Project No. T2202

TO BE CONSTRUCTED UNDER THE PROVISIONS OF
THE CITY OF PEORIA

Bid Opening: 2:00 pm Thursday, November 10, 2022


Andrea Klopfenstein, P.E.
City Engineer

AWARDED BY CITY COUNCIL ON ON ITEM NO. 22-416

**CITY OF PEORIA
CONTRACT**

This agreement, made and entered into this December 14, 2022, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and Oberlander Electric Party of The Second Part for the improvement known as the NEBRASKA AVENUE STREET LIGHTING - KNOXVILLE TO WISCONSIN;

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 TWO HUNDRED FORTY-FOUR THOUSAND DOLLARS \$244,000.00.

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

EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:

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

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

THE CITY OF PEORIA

BY: 
City Manager

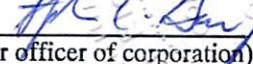
ATTEST: 
City Clerk

EXAMINED AND APPROVED:


Corporation Counsel

PARTY OF THE SECOND PART

OBERLANDER ELECTRIC
(name of individual, firm or corporation)

BY: STEPHEN C. GARDNER JR. X 
(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 3852350

NOW ALL MEN BY THESE PRESENTS, that we Oberlander Electric
and individual, of _____

a co-partnership, of _____

a corporation organized under the laws of the State of Illinois

as Principal, and Great American Insurance Company, 301 E. 4th Street, Cincinnati, OH 45202

a corporation organized and existing under the laws of the State of Ohio 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 TWO HUNDRED FORTY-FOUR THOUSAND
DOLLARS \$244,000.00, 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 NEBRASKA AVENUE STREET LIGHTING –
KNOXVILLE TO WISCONSIN in accordance with the terms and conditions of said contract, which is hereby
referred to and made a part hereof as if fully set forth herein;


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

IN WITNESS WHEREOF, We have duly executed the forgoing Obligation this 14th day of December, 2022

EXAMINED AND APPROVED FOR THE
CITY OF PEORIA

By 
Corporation Counsel

Oberlander Electric Co


Principal

Great American Insurance Company

Sureties

STATE OF Illinois)

) SS

COUNTY OF Tazewell)

I, Linda Hefflefinger, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brad Gregurich,

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

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

Brad Gregurich, 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 27th day of December, 2022, (YEAR ()).

Linda Hefflefinger
Notary Public



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 20197

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
BRAD GREGURICH	ALL OF	ALL
RANDY MEEHAN	PEORIA, ILLINOIS	\$100,000,000
LINDA HEFFLEFINGER		
SUSAN E. MANSFIELD		
ROBERTA J. HALL		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13TH day of DECEMBER 2021

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 13TH day of DECEMBER, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

27th day of *December* 2021



Stephen C. Beraha

Assistant Secretary

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1. Notice of Bidding

- a. Time and Place of Opening Bids. Sealed proposals for the improvement described herein will be received at the Office of the City Engineer, Public Works Facility, 3505 N. Dries Lane, Peoria, Illinois, until 2:00 p.m. Thursday, November 10, 2022, and at that time publicly opened and read.
- b. Description of Work.
 - i. *Proposed improvement is officially known as Nebraska Avenue Street Lighting Project.*
 - ii. *The proposed improvement consists of installing 16 streetlights along Nebraska Avenue between Wisconsin Avenue and Knoxville Ave.*

2. Copies of Bidding Documents

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

3. Qualifications of Bidders

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

4. Site Visit and Testing by Bidders

- a. Bidder shall conduct the required Site visit during normal working hours and shall not disturb any ongoing operations at the Site.
- b. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

INSTRUCTIONS TO BIDDERS

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

5. Bidder's Representations

- a. It is the responsibility of each Bidder before submitting a Bid to:
 - i. *examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;*
 - ii. *visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;*
 - iii. *become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;*
 - iv. *consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;*
 - v. *agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;*
 - vi. *become aware of the general nature of the work to be performed by City and others at the Site that relates to the Work as indicated in the Bidding Documents;*
 - vii. *promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;*
 - viii. *determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and*

INSTRUCTIONS TO BIDDERS

- ix. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.*
- b. Bidder acknowledges a current City of Peoria EEO Certification Number is required prior to being awarded a City of Peoria Contract.

6. Contract Times

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

7. Substitute and "Or-Equal" Items

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

8. Subcontractors, Suppliers, and Others

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

9. Preparation of Bid

- a. The Bid Form is included with the Bidding Documents.

INSTRUCTIONS TO BIDDERS

- i. All blanks on the Bid Form shall be completed and the Bid Form signed. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.*
 - ii. Each Bidder is required to submit prices for the Base Bid and Alternate Bid.*
- b. A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.
- c. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The address for receiving notices of the partnership shall be shown.
- d. A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the address for receiving notices of the firm shall be shown.
- e. A Bid by an individual shall show the Bidder's name and address for receiving notices.
- f. A Bid by a joint venture shall be executed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The address for receiving notices of the joint venture shall be shown.
- g. All names shall be printed below the signatures.
- h. The Bid shall acknowledgment receipt of all Addenda on the Bid Form.
- i. Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- j. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- k. All proposals must be accompanied by a proposal guaranty. Such guaranty may be in the form of a Bid Bond provided in this document, a proposal guarantee of cash, a Bank Cashier Check, or a properly certified check made payable to the City of Peoria, for not less than five percent (5%) of the amount of the bid.

10. Opening of Bids, Modification, and Withdrawal

- a. Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

INSTRUCTIONS TO BIDDERS

- b. A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- c. If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid and submit a new Bid prior to the date and time for the opening of Bids.
- d. If within 24 hours after Bids are opened any Bidder files a duly signed written notice with City and promptly thereafter demonstrates to the reasonable satisfaction of City that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

11. Evaluation of Bids and Award of Contract

- a. All Bids will remain subject to acceptance for the period stated in the Bid Form, but City may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.
- b. City reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. City will reject the Bid of any Bidder that City finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the City will reject the Bid as nonresponsive; provided that City also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- c. If City awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- d. Evaluation of Bids
 - i. *In evaluating Bids, City will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.*
 - ii. *For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared based on the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items*
- e. In evaluating whether a Bidder is responsible, City will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- f. City may conduct such investigations as City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

INSTRUCTIONS TO BIDDERS

- g. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to City, it shall be accompanied by required bonds and insurance documentation.

12. Signing of Agreement

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

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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____

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

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

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

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

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

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

City of Peoria
Capital Improvement Project
Nebraska Ave Street Lighting Project
PROPOSAL DOCUMENTS

PROPOSAL BID FORM

- E. The undersigned certifies that it is not delinquent in the payment of any indebtedness, tax, fee or fine owed to the City of Peoria, or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Sec. 10-109 of the Peoria City Code and 65 ILCS 5/11-42.1-1.
- F. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the City of Peoria, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it has not been barred from bidding by the Federal, State, or local governments and has not been suspended or debarred from receiving federal funding.
- G. EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR, (hereinafter referred to as “SERVICE PROVIDER”) agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City’s determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). This provision does not apply to any City employee involved in the 2018-2019 and 2020-2021 reduction in force, furlough or early retirement incentive programs offered in those years.
- H. Each Bidder must demonstrate previous experience completing the type of construction work necessary for the project. A completed Bidder Qualification Statement must accompany all proposals. Prequalification with the Illinois Department of Transportation is acceptable evidence of Bidders qualification. IDOT prequalified Bidders are not required to submit Schedule A or Schedule B with the Bidder Qualification Statement. Bidders shall include a copy of their Illinois Department of Transportation “Certificate of Eligibility” with their Bid. Bidders not prequalified with IDOT, shall submit Schedule A and B of the Bidders Qualification Statement as evidence of experience to complete the type of work required to complete the project. Signing this Bid Form and signing the Bidder Qualification Statement indicate Bidder is qualified and available to complete the Project as described in the contract documents.
- I. An EEO number is secured by submitting to the Equal Opportunity Manager a completed Employer Report Form CC-1, a Fifty-dollar (\$50.00) processing fee and a copy of your company’s sexual harassment policy statement, if you are a first-time applicant. Companies renewing their number do not have to submit a copy of their sexual harassment

City of Peoria
Capital Improvement Project
Nebraska Ave Street Lighting Project
PROPOSAL DOCUMENTS

PROPOSAL BID FORM

policy statement. The form may be obtained from the City's website at www.peoriagov.org/equal-opportunity/ by clicking on the link. You can also request a copy by e-mail or calling:

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

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

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

EEO CERTIFICATION* (Check one):

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

Certificate of Compliance Number: 0036-110930

ARTICLE 5 – BASIS OF BID

5.01 Base Bid: Bidder will complete the work in accordance with the contract documents for the following price(s): **SEE ATTACHED SCHEDULE OF PRICING**

Item	Description	Quantity	Unit	Unit Price	Amount
1	ELECTRIC SERVICE INSTALLATION	1	EACH		
2	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	2410	FOOT		
3	ELECTRIC CABLE 0099-ND8842 0000V (XLP-TYPE USE) 1/C NO. 10	7680	FOOT		
4	LUMINAIRE, LED, ROADWAY, OUTPUT DESIGNATION F	16	EACH		
5	LIGHT POLE, ALUMINUM, 30FT. M.H., 6 FT. DAVIT ARM	16	EACH		
6	LIGHT POLE FOUNDATION, 24" DIAMETER	80	FOOT		
7	METER PEDESTAL AND LIGHTING CONTROLLER COMBINATION UNIT, SPECIAL	1	EACH		

City of Peoria
Capital Improvement Project
Nebraska Ave Street Lighting Project
PROPOSAL DOCUMENTS

PROPOSAL BID FORM

Item	Description	Quantity	Unit	Unit Price	Amount
8	SITE RESTORATION	1	L. SUM		
9	MOBILIZATION AND LAYOUT	1	L. SUM		
Total Base Bid Amount					\$244,000.00

in writing TWO - HUNDRED FORTY FOUR THOUSAND DOLLARS 00/XX

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

Item	Description	Quantity	Unit	Unit Price	Amount
A1					
A2					
A3					
Total Base Bid Amount					

in writing _____

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Special Provisions.

6.02 Bidder accepts the liquidated damages provisions provided in the General Conditions.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Bid Bond
- B. Subcontractor Utilization Statement
- C. MBE/WBE Participation Waiver Request (if necessary)
- D. Qualifications Statement
- E. Bidders Certification – Document 00454
- F. Health Safety and Welfare Affidavit – Document 00456

ARTICLE 8 – BID SUBMITTAL

BIDDER: OBERLANDER ELECTRIC

By:  x
[Signature]

[Printed name] CHAD A. GARDNER VICE PRESIDENT
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:  x
[Signature]

[Printed name] RYAN MARVIN

Title: PM / EST.

Submittal Date: NOV. 10TH 2022

Address for giving notices:
11009 N STATE ST
MOSSVILLE IL. 61552

Telephone Number: 309-694-1468

Fax Number: N/A

Contact Name and e-mail address: RYAN MARVIN
rmarvin@oberlanderelectric.com

Bidder's License No.: 09 - 8342
(Where applicable)

City of Peoria
Capital Improvement Project
PROPOSAL DOCUMENTS

BID BOND

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

BIDDER (Name and Address):

Oberlander Electric Co.
P.O. Box 259
Mossville IL 61552

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

Great American Insurance Company
301 E. 4th Street
Cincinnati, OH 45202

OWNER (Name and Address): City of Peoria, 3505 Dries Lane, Peoria, IL

BID

Bid Due Date: November 10th, 2022

Description (Project Name— Include Location):

Capital Improvement Project - Nebraska Street Lighting Improvement, Nebraska Ave

BOND

Bond Number: TBD

Date:

Penal sum Two Hundred Forty Four Thousand Dollars \$ 244,000.00
(Words) (Figures)

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

BIDDER

Oberlander Electric Co.

(Seal)

Bidder's Name and Corporate Seal

SURETY

Great American Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:



Signature

Rodney Jackson

Print Name

CFO

Title

By:



Signature (Attach Power of Attorney)

Brad Gregurich

Print Name


Attorney-In-Fact

Title

Attest:


Signature
PM/EST.
Title

Attest:


Signature
Notary, Linda Heffelfinger
Title

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 20197

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
BRAD GREGURICH	ALL OF	ALL
RANDY MEEHAN	PEORIA, ILLINOIS	\$100,000,000
LINDA HEFFLEFINGER		
SUSAN E. MANSFIELD		
ROBERTA J. HALL		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26TH day of SEPTEMBER, 2018
GREAT AMERICAN INSURANCE COMPANY



My L C B
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 26TH day of SEPTEMBER, 2018, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

8th day of *November* 2037



My L C B
Assistant Secretary

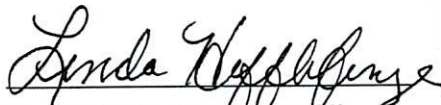
AFFIDAVIT OF ATTORNEY-IN-FACT FOR SURETY

STATE OF Illinois

COUNTY OF Tazewell

I, Linda Hefflefinger, Notary Public of Peoria County, in the State of Illinois, do hereby certify that Brad Gregurich, Attorney-in-Fact, of the Great American Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Great American Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal in said County, this 8th day of November, 2022.


Linda Hefflefinger, Notary Public

My Commission expires December 13th, 2025



City of Peoria
Capital Improvement Project
PROPOSAL DOCUMENTS

BID BOND

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

BIDDER (Name and Address):

Oberlander Electric Co.
P.O. Box 259
Mossville IL 61552

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

Great American Insurance Company
301 E. 4th Street
Cincinnati, OH 45202

OWNER (Name and Address): City of Peoria, 3505 Dries Lane, Peoria, IL

BID

Bid Due Date: November 10th, 2022
Description (Project Name— Include Location):
Capital Improvement Project - Nebraska Street Lighting Improvement, Nebraska Ave

BOND

Bond Number: TBD
Date:
Penal sum Two - Hundred Forty - Four Thousand Dollars ~~Dollars~~ \$244,000.00
(Words) (Figures)

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

BIDDER	SURETY
Oberlander Electric Co. (Seal)	Great American Insurance Company (Seal)
_____ Bidder's Name and Corporate Seal	_____ Surety's Name and Corporate Seal

By: [Signature]
Signature
Rodney Jackson

Print Name
CFO

Title

By: [Signature]
Signature (Attach Power of Attorney)
Brad Gregurich

Print Name
Attorney-In-Fact

Title

Attest: [Signature]
Signature
PM/EST

Title

Attest: [Signature]
Signature
Notary Linda Hefflefinger

Title

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 20197

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
BRAD GREGURICH	ALL OF	ALL
RANDY MEEHAN	PEORIA, ILLINOIS	\$100,000,000
LINDA HEFFLEFINGER		
SUSAN E. MANSFIELD		
ROBERTA J. HALL		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26TH day of SEPTEMBER 2018

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (677-377-2405)

On this 26TH day of SEPTEMBER, 2018, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this _____ day of _____



Stephen C. Beraha

Assistant Secretary


AFFIDAVIT OF ATTORNEY-IN-FACT FOR SURETY

STATE OF Illinois

COUNTY OF Tazewell

I, Linda Hefflefinger, Notary Public of Peoria County, in the State of Illinois, do hereby certify that Brad Gregurich, Attorney-in-Fact, of the Great American Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Great American Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal in said County, this 8th day of November, 2022.


Linda Hefflefinger, Notary Public

My Commission expires December 13th, 2025



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

City of Peoria
Capital Improvement Project
PROPOSAL DOCUMENTS

PROPOSED PRODUCT SUBSTITUTIONS

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

3. PRODUCT SUBSTITUTION LIST

<u>MANUFACTURER'S NAME AND PRODUCT</u>	<u>ADD</u>	<u>DEDUCT</u>
N / A		

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

5. EVALUATION

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

6. SIGNATURE OF BIDDER

09 -

OBERLANDER ELECTRIC

Individual or Corporate Name

By

X

Address

11009 N STATE ST

MOSSVILLE IL. 61552

END OF DOCUMENT



**CITY OF PEORIA
SUBCONTRACTOR UTILIZATION STATEMENT**

Section I (select all that apply)

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

Section II

PRIME CONTRACTOR

PROJECT

Name: OBERLANDER ELECTRIC

Name: NEBRASKA AVE. STREET LIGHTING

Address: 11009 N STATE ST.
MOSSVILLE IL. 61552

Total Contract Value: \$ UNKNOWN

Phone: 309-694-1468

Contact Person: RYAN MARVIN

Email: rmarvin@oberlanderelectric.com

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
UNKNOWN				
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

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

CONTINUES ON NEXT PAGE

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.

x _____
 Signature of Prime Contractor

11-10-22

 Date

For Office Use Only
 Reviewed by: _____



CITY OF PEORIA
MBE/ WBE PARTICIPATION WAIVER REQUEST

A. BIDDER/ PROPOSER HEREBY REQUESTS:

MBE WAIVER

WBE WAIVER

B. REASON FOR WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/ WBE PARTICIPATION

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

FOR OFFICE USE ONLY

APPROVED DISAPPROVED

REVIEWED BY (1) Melodi Green DATE 11.28.22

(2) Andrea Klopfenstein DATE 11/28/22

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

1. SUBMITTED BY:

Official Name of Firm:

OBERLANDER ELECTRIC

Address:

11009 N STATE ST.

MOSSVILLE IL. 61552

2. SUBMITTED TO:

Owner:

City of Peoria

Project Name:

Nebraska Ave Street Lighting Project

TYPE OF WORK:

The project installing 16 street lights at intersections from Wisconsin Ave to Knoxville Ave on Nebraska Ave.

3. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

RYAN MARVIN

Title:

PM / EST.

Phone:

309-694-1468

Email:

rmarvin@oberlanderelectric.com

4. AFFILIATED COMPANIES:

Name:

N / A

Address:

5. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: ILLINOIS

Date of Organization: DEC. OF 1956

Executive Officers:

- President: STEPHEN C. GARDNER JR.

- Vice President(s): JOHN GARDNER JR.

- Treasurer: RODNEY JACKSON

- Secretary: RODNEY JACKSON

LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

JOINT VENTURE

State of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

6. LICENSING

Jurisdiction: CITY OF PEORIA
Type of License: CONTRACTOR LICENSE
License Number: 009-8342
Jurisdiction: _____
Type of License: _____
License Number: _____

7. CERTIFICATIONS

Illinois Department of Transportation PRE QUALIFIED CONT REG. # - 4446
Disadvantage Business Enterprise: _____
Minority Business Enterprise: _____
Woman Owned Enterprise: _____
Small Business Enterprise: _____
Other (_____): _____

8. BONDING INFORMATION

Bonding Company: x Included with Bond
Address: _____
Bonding Agent: _____
Address: _____
Contact Name: _____
Phone: _____
Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

9. CONSTRUCTION EXPERIENCE:

If not prequalified by the Illinois Department of Transportation, complete Schedule A and B.

Current Contract Work:

List on Schedule A all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on Schedule B all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

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

YES NO

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

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

YES NO

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

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

YES NO

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

City of Peoria
Capital Improvement Project
Nebraska Ave Street Lighting Project
PROPOSAL DOCUMENTS

BIDDER QUALIFICATION STATEMENT

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

NAME OF ORGANIZATION: OBERLANDER ELECTRIC

BY: RYAN MARVIN

TITLE: PM / EST

DATED: 11-10-22

NOTARY ATTEST:

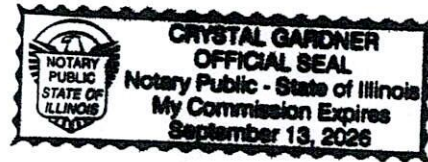
SUBSCRIBED AND SWORN TO BEFORE ME

THIS 10TH DAY OF NOV., 20 22

NOTARY PUBLIC - STATE OF IL.

MY COMMISSION EXPIRES: 9/13/26

Crystal Gardner



REQUIRED ATTACHMENTS

1. Evidence of Certifications listed in Section 7
2. Schedule A (For Bidders not IDOT prequalified)
3. Schedule B (For Bidders not IDOT prequalified)
4. Additional items as pertinent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2022

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 7131 N. Knoxville Ave. Peoria IL 61614	CONTACT NAME: PHONE (A/C, No, Ext): 309-407-3079		FAX (A/C, No): 309-266-2164
	E-MAIL ADDRESS: linda_hefflefinger@ajg.com		
INSURED Oberlander Electric Company, Inc. P.O. Box 259 Mossville IL 61552	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Old Republic Insurance Company		24147
	INSURER B: Charter Oak Fire Insurance Company		25615
	INSURER C: Ascot Specialty Insurance Company		45055
	INSURER D: Vantage Risk Specialty Insurance Company		
	INSURER E: INSURER F:		

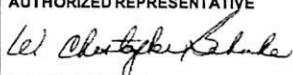
COVERAGES **CERTIFICATE NUMBER:** 1110325454 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> E&O Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY30715422	4/1/2022	4/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB30715322	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ESXS2210000914-01	4/1/2022	4/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC30715521	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B B D	Blanket Property of Other Installation Floater Excess Liab over Primary layer			QT-660-7C732231-COF-22 QT-660-7C732231-COF-22 EX202200069700	4/1/2022 4/1/2022 4/1/2022	4/1/2023 4/1/2023 4/1/2023	Blkt BPP & of Others Limit \$3,653,000 Occ/Agg Limit \$500,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Equipment Leased, Rented or Loaned To Others \$250,000 Limit with \$1,000 Deductible.

CERTIFICATE HOLDER**CANCELLATION**

City of Peoria Public Works Department 3505 N. Dries Lane Peoria IL 61604	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contact or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 01 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Oberlander Electric Company
Endorsement Effective Date: 04/01/22

SCHEDULE

Insurance Company: Old Republic Insurance Company	
Policy Number: MWTB 307153 22	Effective Date: 04/01/22
Expiration Date: 04/01/23	
Named Insured: Oberlander Electric Company	
Address: 2101 N. Main Street East Peoria, IL 61611	
Additional Insured (Lessor): As required by contract or agreement	
Address:	
Designation Or Description Of "Leased Autos": As required by contract or agreement	

Coverages	Limit Of Insurance Or Deductible	
Covered Autos Liability	\$ 2,000,000	Each "Accident"
Comprehensive	\$ See CA 669 002	Deductible For Each Covered "Leased Auto"
Collision	\$ See CA 669 002	Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	\$	Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the Policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.**

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations as required by written contract or agreement	The locations as specified in the written contracts or agreements

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
All persons or organizations as required by written contract or agreement	The locations as specified in the written contracts or agreements

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

POLICY NUMBER: MWC 307155 22

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

DATE OF ISSUE: 04-01-22

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract or agreement

- A. SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph 1. **Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).
- B.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

PLEASE NOTE ELECTRICAL ITEMS HAVE
LONG LEAD TIMES OBERLANDER CANNOT
BE RESPONSIBLE FOR DELAYS DUE TO
MATERIAL DELAYS.

MANY ITEMS STILL HAVE LONG LEAD TIMES THAT OBERLANDER CANNOT CONTROL.

OBERLANDER CANNOT BE RESPONSIBLE FOR DELAY COSTS OR LIQUIDATED DAMAGES.

City of Peoria
 Capital Improvement Project
 Nebraska Ave Street Lighting Project
PROPOSAL DOCUMENTS

BIDDER QUALIFICATION STATEMENT

SCHEDULE A – For Bidders Not Prequalified by IDOT

CURRENT EXPERIENCE

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

City of Peoria
 Capital Improvement Project
 Nebraska Ave Street Lighting Project
PROPOSAL DOCUMENTS

BIDDER QUALIFICATION STATEMENT

SCHEDULE B – For Bidders Not Prequalified by IDOT

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

City of Peoria
Capital Improvement Project
PROPOSAL DOCUMENTS

BIDDER'S CERTIFICATION

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

I RYAN MARVIN, do hereby certify that:
Name

1. I am PM / EST. of the OBERLANDER ELECTRIC
Position Firm

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

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

Name of Firm OBERLANDER ELECTRIC

Signature X [Signature]

Title PM / EST

Date 12-28-22

Corporate Seal (where appropriate)


On this 28TH day of DEC. 2022,

before me appeared (Name) RYAN MARVIN
to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did

state that he or she was properly authorized by (Name of Firm) OBERLANDER ELECTRIC

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

Notary Public [Signature] Commission Expires 6/20/2026

Notary Seal 

END OF DOCUMENT

(This Affidavit must be executed)

STATE OF IL)
COUNTY OF PEORIA) SS

STEPHEN C. GARDNER JR.

being first duly sworn, deposes and says that he is PRESIDENT
(Sole Owner, a Partner, President, Secretary, etc.) of OBERLANDER ELECTRIC

_____ the party making the foregoing proposal or bid; that said Bidder has not received any citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings of any violation of state or federal laws which protect the health, safety, or welfare of workers, including but not limited to, Occupational Safety & Health Administration (OSHA), Family Medical Leave Act (FMLA), Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA), Age Discrimination in Employment Act (ADEA), National Labor Relations Act (NLRA), the Federal Civil Rights Act, The Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity with whom it is submitting the bid, including joint ventures and partners, and also including parent and subsidiary corporations or entities. If said Bidder has received any of the aforementioned violations, he shall include (as an attachment to this Affidavit) a complete, accurate, and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings of any violation of state or federal laws which protect the health, safety, or welfare of workers.

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

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

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

City of Peoria
Capital Improvement Project
PROPOSAL DOCUMENTS

HEALTH SAFETY & WELFARE AFFIDAVIT

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

x *[Signature]*
Affiant

Subscribed and sworn to before me this 28TH day of DEC., 20 22.



[Signature]
Notary Public

My Commission Expires: 6/20/2026

END OF DOCUMENT

EEO CONTRACT COMPLIANCE CLAUSE

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

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

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

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

During the performance of this contract, the Contractor agrees:

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

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

- (B) That it will examine each one of its workforce job classifications to determine if minorities and/or females are underutilized; and it will take appropriate affirmative action steps to rectify such identified underutilization.
- (C) That if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability of minority and females in the area(s) from which it may reasonably recruit; and every good faith effort will be made in its selection process to minimize or eliminate identified areas of minority and/or female underutilization for each job classification for which there are employment opportunities.
- (D) That during the performance of this contract, the Contractor will maintain its eligibility status to conduct business with the City of Peoria under the provisions of the EEO certification registration program.
- (E) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, sex, religion, national origin, age, or physical and/or mental disability.
- (F) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under Chapter 17. If any such labor organization or representative fails or refuses

to cooperate with the Contractor in its efforts to comply with Chapter 17, the Contractor will promptly so notify the Equal Opportunity Office (hereinafter EOO) and/or the FEHC for the City of Peoria.

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

As used in this document, the term segregated facilities means any waiting rooms,

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

(Revised 01/04)

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



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

I. Description of Program

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

II. Pre-Bid Efforts when Awarding Subcontracts

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

III. Good-Faith Efforts Documentation when Utilizing Subcontractors

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

dollar amount to be paid, and the percentage amount of the contract for each company listed.

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

IV. Waiver Requirements When Self-Performing All Work

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

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

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

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

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

M/WBE's own forces. Include the cost of supplies and materials obtained by the M/WBE for the work of the contract including supplies purchased or equipment leased by the M/WBE (except supplies and equipment the M/WBE subcontractor purchases or leases from the prime contractor or its affiliate).

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

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

- meaning of the paragraph (v)(2).*
- iii. If materials or supplies are purchased from an M/WBE which is neither a manufacturer nor a regular dealer, count only 5% of the contract amount toward the M/WBE goals.

VII. Record Keeping and Reporting

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

REFERENCE TO IDOT STANDARD SPECIFICATIONS

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

CITY ENGINEER, RESIDENT ENGINEER, AND DESIGN ENGINEER

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

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

PROPERTY OWNER CONSIDERATIONS

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

Whenever excavation is made within a temporary construction or permanent easement, on private property for driveways, drainage improvements, sidewalks, and landscape areas,

the disturbed area be restored as nearly as possible to its original position and the whole area involved in the construction operation shall be left in a neat and presentable condition.

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

LIQUIDATED DAMAGES

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

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

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

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

PROJECT SCHEDULE

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

RESPONSIBILITY FOR DAMAGE CLAIMS

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

CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this project until obtaining all insurance required under this paragraph and such insurance has been approved by the City of Peoria,

nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the City of Peoria.

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

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

Worker's Compensation Insurance

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

Public Liability and Property Damage Insurance

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

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

Owner's Protective Liability and Property Damage Insurance

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

Automobile Insurance

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

Umbrella Coverage

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

Additional Insured Endorsement

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

PROOF OF INSURANCE

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

Certificates of insurance are required. The Certificate must state the following "The City of Peoria, its officers, directors, employees, agents, and Representative; and the Engineer's Representative, its officers, directors, employees, agents, and Representative" are named

as Additional Insured on a primary basis for liability arising out of the Contractor's operations."

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

GUARANTEE PERIOD

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

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT

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

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

SUBSTANCE ABUSE PREVENTION PROGRAM

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

The Contractor and any Subcontractor shall file with a public body: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the

requirements of the Act, or a letter certifying that the Contractor or a Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

EXAMINATION OF EXISTING CONDITIONS AT PROJECT SITE

It is the responsibility of each bidder to satisfy himself as to the conditions which will be encountered during the performance of the work. Examination of the job site is highly recommended before submittal of bids. Failure to do so will not be considered as grounds for additional compensation due to the unforeseen adverse conditions which may be encountered during the performance of the work.

PAYMENT FOR ITEMS NOT LISTED

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

PAYMENT FOR CHANGE ORDER WORK

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

ALTERNATE MATERIALS

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

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

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

required on the proposal shall be furnished. Full particulars on alternate material shall be submitted with the bids.

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

TEMPORARY UTILITIES

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

RECORD DRAWINGS

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

SHOP DRAWINGS AND MATERIAL CERTIFICATIONS

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

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

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

UTILITY PROTECTION AND RELOCATION

Prior to the start of construction, the Contractor shall arrange to have all underground utilities including storm sewer, water, gas, electric, sanitary, telephone, cable TV and fiber optic cables located and suitably marked. Should a utility be in conflict with the proposed construction, the City shall be notified at once. If utilities will interfere with the construction alignment, the Engineer may alter the alignment of the proposed sidewalk or arrange to have the utility to be relocated. Should the alignment be altered in the field, the Contractor shall be paid for the quantities of work performed in accordance with these specifications and no additional payment shall be made. Should a utility not in direct conflict with the construction be encountered, the Contractor shall protect it at no additional expense to the City and without claim by the Contractor for delays due to service lines encountered.

SITE PROTECTION AND CLEAN UP

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

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

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

SAFETY REQUIREMENTS AND PROTECTION OF PROPERTY

Contractor's Responsibility for Safety

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

Federal, State and Local Safety Requirements

Safety provisions shall conform to the Federal and State Departments of Labor Occupational Safety and Health Act (OSHA) and amendments thereto, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set

forth herein, and any regulations that may be specified elsewhere in these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations or relieve him of the penalties set forth therein.

Safe Access to the Work

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

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

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

Safety and Access to Property

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

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

PROPERTY AND RIGHT-OF-WAY MARKERS

All survey monuments which are disturbed by the Contractor's operations during construction shall be relocated and replaced with a similar monument by a Land Surveyor registered in the State of Illinois. Survey monuments shall include iron pins, iron pipes, concrete posts, stones, etc. which designate property corners, right-of-way lines, section corners or other land survey reference points. Survey monuments shall be located and tied

to nearby landmarks by a Land Surveyor prior to excavation, if information is available in advance of construction that survey monuments will be disturbed. The Contractor shall bear the cost of an Illinois Registered Land Surveyor replacing survey monuments which are disturbed, and the cost shall be incidental to the contract.

STATE SALES TAX EXEMPTION

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

MATERIAL STORAGE AND STAGING AREA

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

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

DISPOSAL OF MATERIALS

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

CERTIFIED PAYROLL REQUIREMENTS

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

PREVAILING WAGE PROVISION

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

These prevailing rates of wages are included in this contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this contract. It shall be the Contractor's responsibility to monitor the prevailing wages and adjust the payroll accordingly as soon as any rates are revised. The prevailing rates of wages are revised monthly and can be found on the Illinois Department of Labor's website. <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>

SPECIAL PROVISIONS

PROJECT DESCRIPTION

The proposed improvement consists of installing 16 streetlights along Nebraska Avenue between Wisconsin Avenue and Knoxville Ave.

CONTRACT TIME

The work shall be completed and ready for final payment by April 28, 2023, based on a Notice to Proceed date not later than January 9, 2023. Should the delivery of materials not be received in time to meet this date, the Completion Date shall be not more than 45 days after Contractor has received all materials to be incorporated with this project.

STATUS OF UTILITIES

Utility companies have been notified of the project improvements during the process of preparing construction drawings. The utility companies have been requested to provide drawings and information about the size and location of their respective facilities for inclusion on the construction plan drawings. Utility companies have also been provided the set of construction drawings distributed for bidding purposes and informed that they shall relocate their respective facilities in conflict with the proposed improvements. Precautions by the contractor and the utility owners will be necessary to avoid and protect utilities as construction occurs.

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

IDOT STANDARD DETAIL DRAWINGS

Standard detail drawings listed on the plan cover sheet and included in the Appendix of this document are to be followed in the performance of work and construction of this project. Detail drawings and notes provided in the construction plan set and requirements provided in these Special Provisions shall take precedence over the IDOT Standard Detail Drawings.

SPECIAL PROVISIONS

PAY ITEM MEASUREMENT AND PAYMENT

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

REMOVAL OF MATERIALS

The cost to remove and dispose of existing materials shall be included in the unit price of the item being constructed. No additional payment will be made for removal and disposal of existing materials or removal and re-installation of existing facilities. The bid form, plans, and specifications identify removal items included in this contract. In preparing the proposal, the Contractor has been directed to investigate the site and become familiar with the requirements as specified in these plans and specifications.

SITE RESTORATION

The Contractor is completely responsible for erosion control efforts and materials within the project limits. The NPDES requirements specified in the Contract General Conditions shall be implemented by the Contractor for the duration of the Contract. The Contractor shall restore conditions disturbed by construction activities with equal or better conditions. Sod shall be placed on disturbed turf areas, concrete and asphalt materials shall be used to replace pavements, sidewalks, curb and gutter. Efforts necessary to restore the site and control erosion throughout the construction process shall be paid at the contract Lump Sum price for SITE RESTORATION.

CONSTRUCTION LAYOUT

It will be the responsibility of the Contractor to establish the proper line and grade staking for construction of the improvements as provided in the plans and specifications. The plans do not provide horizontal control points or elevation benchmarks. The Contractor shall engage a surveyor to verify right of way line locations as shown on the plans and provide locations of proposed facilities to the nearest foot as provided on the plans. All labor and materials necessary for this activity shall be paid at the contract Lump Sum price for MOBILIZATION AND LAYOUT.

TRAFFIC CONTROL AND PROTECTION

This work shall consist of all the furnishing of labor, materials, and equipment necessary to control and direct traffic traveling within the project limits for the purposes of protecting persons and property within the work zone from damage and injury. Vehicular access to residences shall be maintained except for a limited time to construct culverts and driveways. The Contractor's efforts shall be guided by the standard detail drawings produced by the Illinois Department of Transportation and accepted standard practice.

SPECIAL PROVISIONS

Section 701 of the Standard Specifications provides material and equipment requirements and operational practices to be employed by the Contractor. Section 701 is modified by this special provision to remove responsibility from the Engineer and City of Peoria for the administration, approval, and consent of the traffic control. Traffic control protection measures shall also be placed along intersecting streets to notify drivers of the construction activity ahead. The Contractor shall sweep and remove soil or debris tracked onto the street by the end of each workday. All labor, materials, and equipment required to plan and implement a traffic control plan throughout the contract duration will be paid for at the contract Lump Sum price for MOBILIZATION AND LAYOUT.

QUALITY CONTROL OF CONCRETE MIXTURES

The contractor is responsible for testing concrete mixtures used in the Project for compliance with the Standard Specifications. Specifically, the contractor shall provide test reports confirming the concrete compressive strength, entrained air content, and slump. Tests shall be performed by qualified personnel as specified in IDOT's Special Provision for Quality Control/Quality Assurance of Concrete Mixtures.

UNDERGROUND CONDUIT

This work shall consist of furnishing labor, materials, and equipment necessary to install conduit of the length and at the locations indicated in the plans in accordance with Section 810 of the Standard Specifications. Installation shall be accomplished by Boring and Pulling method as described in Section 810.04 of the Standard Specifications. All labor and materials necessary for this activity shall be paid at the contract unit price per Foot for UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1/2" DIA.

METER PEDESTAL AND LIGHTING CONTROLLER COMBINATION UNIT, SPECIAL

Description: This work shall consist of furnishing, transporting, and installing the Lighting Controller Combination Unit on concrete foundation and all electrical cable connections in the unit in accordance with Section 825 of the Standard Specifications and the plans.

Materials: The Controller Combination Unit shall be manufactured and assembled by Milbank (CP3B "ML" Series, 120/240 VAC, 1-phase, 3 wire, output 100 Amp, 100 Amp main circuit breaker, 12 Pole Load center, four (4) 20 Amp, 1 Pole circuit breakers and four (4) 20 Amp, 2 Pole circuit breakers, Photocell, Rainproof – Type3R, Aluminum Enclosure, painted Black) or approved equivalent. Ameren approval of meter components must be satisfied. Unit exterior will be free of defects and have no sharp edges.

SPECIAL PROVISIONS

Basis of Payment: Work will be paid for at the Contract Unit Price per EACH of METER PEDESTAL AND LIGHTING CONTROLLER COMBINATION UNIT, SPECIAL for the combination unit specified in the plans, which price shall be considered payment in full for all labor, equipment, and material necessary to complete the work as specified.

Appendix

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

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

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

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

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

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

Which form do I submit?

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

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

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

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

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

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

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

KEEP THIS PAGE FOR YOUR RECORDS

MINORITY AND WOMEN BUSINESS ENTERPRIS DIRECTORY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

MINORITY AND FEMALE WORKFORCE UTILIZATION

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

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

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

CITY OF PEORIA MONTHLY WORKFORCE ANALYSIS

Check appropriate status

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/Alaska nNative		Hispanic		White		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Foremen															
Electricians															
Glaziers															
Iron Workers															
Laborers															
Teamsters															
Millwrights															
Pipe Fitters															
Plumbers															
Plasterers															
Painters															
Roofers															
OperatingEngs															
Tile Layers															

