

SUBMITTED BY:

Horowitz Concrete

CONTRACTOR'S NAME

128 Legion Lane

CONTRACTOR'S ADDRESS

East Peoria IL 61611

CITY, STATE, ZIP

STATE OF ILLINOIS CITY OF PEORIA COUNTY OF PEORIA

SPECIFICATIONS, PLANS, MATERIAL QUANTITIES AND CONTRACT PROPOSAL

FOR

SIDEWALKS IN NEED OF REPAIR PROGRAM 2015

TO BE CONSTRUCTED UNDER THE PROVISIONS OF THE CITY OF PEORIA

BID OPENING:

Wednesday, April 1, 2015, 11:00 A.M.

COUNCIL AWARD: April 28, 2015

Scott Reeise, P.E., City Engineer

CITY OF PEORIA CONTRACT

This agreement, made and entered into this 11th day of	May		_ , 2015, by and
between the City of Peoria, an Illinois Municipal Corporation	ı, Party of The	First Part, and	i <u>HOROWITZ</u>
CONCRETE, Party of The Second Part for the improvement			
REPAIR PROGRAM - 2015;			

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the Party of the First Part, and according to the terms expressed in the bond referring to these presents, the Party of The Second Part agrees with said Party of The First Part, at his/their own proper cost and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all the terms of this agreement, for the amount of ONE HUNDRED SIXTY NINE THOUSAND SEVEN HUNDRED FIFTY FIVE AND 30/100 (\$169,755.30).

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

EMPLOYEE/EMPLOYMENT RESTRICTIONS - THE CONTRACTOR:

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

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

THE CITY OF PEORIA	PARTY OF THE SECOND PART
BY: PHILL	(name of individual, firm or corporation)
City Manager	BY Phlin Holowick Mr Huff
BoloBill	(member of firm or officer of corporation)
ATTEST: City Clerk	(If a Co-Partnership) (seal)
	(seal)
	Partners doing business under the firm name
EXAMINED AND APPROVED:	of(seal)
Donald B. Zeist	(PARTY OF THE SECOND PART)
Corporation Counsel	(If an Individual)
-	(seal)
	(PARTY OF THE SECOND PART)

CITY OF PEORIA

BOND # RMI 2128393

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That I/w	e <u>HOROWITZ CONCRETE</u> ,
an individual, of	
a co-partnership, of	
a corporation organized under the laws of the State of	ILLINOIS
as Principal, and OLD REPUBLIC SURETY	COMPANY
a corporation organized and existing under the laws of authority to do business in the State of Illinois, as Sure	the State of WISCONSIN with ty, are held and firmly bound unto the City of
Peoria, Peoria County, State of Illinois, in the penal sur	m of
ONE HUNDRED SIXTY NINE THOUSAND SEVEN	N HUNDRED FIFTY FIVE AND 30/100 Dollars
(\$169,755.30) lawful money of the United States, well payment of which we bind ourselves, our heirs, execut severally, and firmly by these presents.	and truly to be paid unto said City of Peoria for the ors, administrators, successors, and assigns, jointly,
THE CONDITION OF THE FOREGOING OBLIGAT	TIONS IS SUCH that whereas, the said Principal
has entered into a contract with the City of Peoria for <u>S</u> – 2015,	
in accordance with the terms and conditions of said co hereof as if fully set forth herein;	entract, which is hereby referred to and made a part
NOW, THEREFOR, the condition of this obligation is and truly keep, do and perform, each and every, all ar set forth and specified to be by said Principal kept, dor said contract specified, or shall pay over, make goo damage which it may sustain by reason of the failure of this obligation shall be null and void; otherwise to remain	and singular, the matters and things in said contract the and performed, at the times and in the manner in and and reimburse the City of Peoria, all loss and per default on the part of the Principal so to do, then
IN WITNESS WHEREOF, we have duly executed the MAY , 2015.	foregoing Obligation this 4TH day of
FOR THE CITY OF PEORIA	Principal DARIN HOROWITZ / PRESIDENT
EXAMINED AND APPROVED:	OLD REPUBLIC SURETY COMPANY
Donald B. Zeist	BY: MA A Management
Corporation Counsel	Sureties JEFFREY A PETEFISH ATTORNEY-IN-FACT

STATE OF ILLINOIS	
COUNTY OF PEORIA	
I, PHYLLIS D MALONEY, a N	lotary Public in and for said County, in the
State aforesaid, do hereby certify thatJEFFREY A who is personally known to me to be the same person who s	
Attorney in Fact for OLD REPUBLIC SURETY Cappeared before me this day in person and acknowledged the	
JEFFREY A PETEFISH , thereto, a	as his Principal, and his own name as Attorney
in Fact, as the free and voluntary act of his said Principal f that he executed the said instrument under authority given h	or the uses and purposes therein set forth, and im by his said Principal.
Given under my hand and Notarial Seal, this <u>4TH</u> day o	nf MAY , 2015.
	Notary Public PHYLLIS D MALONEY
OFFICIAL SEAL PHYLLIS D MALONEY NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 2-24-2018	

POWER OF ATTORNEY

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

ROBERT D. BIELENBERG, LARRY K. BIELEMA, JEFFREY A. PETEFISH, OF PEORIA, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO MILLION DOLLARS(\$2,000,000)------FOR ANY SINGLE

OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

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

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

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

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

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY CO Affixed this 22ND day of MAY, 2014. Phyllic Mollusor Assistant Secretary	OMPANY has caused these present - Sune Consents SEAL	ts to be signed by its proper officer, and its OLD REPUBLIC SUR Mar Halic	ETY COMPANY
STATE OF WISCONSIN, COUNTY OF WAUKESHA- On this 22ND day of MAY, 2014 Phyllis M. Johnson , to me known to be	, personally came before me,	President Alan Pavlic	and
nstrument, and they each acknowledged the execution of the san corporation aforesaid, and that the seal affixed to the above instruvere duly affixed and subscribed to the said instrument by the au	ne, and being by me duly sworn, d ument is the seal of the corporation	id severally depose and say; that they are not that said corporate seal and their sign said corporation.	the said officers of the
DERTIFICATE	OBLE (Ex	U Notary Pu	i blic 9/28/2014

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

40-2714



Signed and sealed at the Ci

eld, Withis 4TH

CALLENDER & CO.

STATE OF ILLINOIS CITY OF PEORIA

PROPOSAL

1.	Proposal of Whole I will be
	i. (Name and Address of Bidder)
	For the improvement, designated in Paragraph 2 below, by the construction of sidewalk, combination
	curb and sidewalk, combination curb and gutter, curb, gutter flag, driveway pavement, ADA access

The in multi

ramps and adjustments are to be improved.

- 2. The contract documents for the proposed improvements are those prepared by Mohr & Kerr Engineering & Land surveying, P.C. and the City of Peoria Engineering Department and approved in March 2015 which contract documents are designated as City-wide SIDEWALKS IN NEED OF REPAIR PROGRAM 2015.
- 3. The specifications herein referred to are the "Standard Specifications for Road and Bridge Construction," prepared by the Department of Transportation of the State of Illinois and adopted by said Department on January 1, 2012. The undersigned agrees to accept, as part of the contract, the Special Provisions contained within this proposal.
- 4. The undersigned declares that he will comply with the applicable provisions of Section 100, General Requirements and Covenants.
- 5. The undersigned agrees to complete the work, by July 31, 2015 unless additional time is granted in accordance with Article 108.08 of the Specifications.
- 6. Accompanying this proposal is a <u>bid bond</u>, <u>certified check</u>, <u>or cashier's check</u> complying with the requirements of the Specifications, made payable to the City Treasurer of the City of Peoria, Illinois. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the check shall be forfeited to the awarding authority.

The amount of the check or draft is \$ BID BOND.

Attach Cashier's Check or Certified Check Here

- 7. The undersigned certifies that it is not delinquent in the payment of any indebtedness, tax, fee or fine owed to the City of Peoria, or in the payment of any tax administered by the Illinois Department of Revenue, and is in compliance with the terms and conditions of Sec. 10-109 of the Peoria City Code and 65 ILCS 5/11-42.1-1.
- 8. Each pay item shall have a unit price and a total price.
- 9. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
- 10. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 11. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
- 12. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the City of Peoria, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of Federal, State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating and has not been suspended or debarred from receiving federal funding.

13. <u>EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:</u>

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

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

14. EEO CERTIFICATION* (Check one

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

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

Certificate of Compliance Number: 02629 - 140930

- 15. The City of Peoria can increase or decrease this contract up to 25% to meet its budgetary needs.
- 16. The undersigned submits herewith this Schedules of Prices covering the work to be performed under this contract:

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

	City Of Peoria				
	Deparment of Public Works				
	Schedule of Prices				
	Project: City of Peoria Sidewalk in Need of Repair - 2015				
				UNIT	
	<u>ITEM</u>	QUA	NTITY	PRICE	AMOUNT
	GENERAL				
20200100	Earth Excavation	75	C.Y.	30	2260
				40	2250
	Removal and Disposal of Unsuitable Materials	10	C.Y.	 	400
	Subbase Granular Materials, Type B	193.2	TONS	25	4830
	Aggregate Base Course, Type CA-7, 6"	153	S.Y.	21	3913
	P.C.C. Driveway Pavement, 6"	313	S.Y.	55	17,215
	P.C.C. Sidewalk, 4"	14,138	S.F.	5.45	77,052-10
	P.C.C. Combination Curb and Sidewalk, 4"	1,145	S.F.	7.45	8530.25
	Detectable Warnings	206	S.F.	22	4532
	Driveway Pavement Removal	176	S.Y.	12	2112
	Curb Removal	99	FT.	7	693
44000600	Sidewalk Removal	12,059	S.F.	1.55	18,691.45
X4400550	Combination Curb and Sidewalk Removal	497	S.F.	2	994
60600605	Concrete Curb, Type B	274	FT.	35	9590
X0000001	Concrete Sidewalk Grinding	50	FT.	40	2000
X4080052	Incidental Hot-Mix Surfacing (Special)	290	S.F.	6.25	1812.50
1241420	Porous Portland Cement Concrete Sidewalk 5"	1380	S.F.	11.00	
∠0075500	Timber Retaining Wall	22	S.F.	30	15,180
		-		Total	· · · · · · · · · · · · · · · · · · ·
					,
	8				

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

(If an individual)	Signature of Bidder
Business Address	
(If a partnership)	Firm Name
Signed byPresident	
Business Address	
and Addressesof all partners:	
(If a corporation)	Corporate Name_HOROWAZ CONCLEAE
Signed by Dr My	1
Business Address 128 Caplon L E. Roma Z1 6 L	<u>H</u>
Insert Names of Officers:	President RINE HOROWITZ Secretary DRRIN HOROWITZ
Attest: Ama Hary Secretary	Treasurer

SINR



Proposal Bid Bond

				Route	-
		RETURN WITH	BID	Municipality	City of Peoria
				Rd. Dist./Twnshp	
				County	Peoria
	HODOLITER	CONODERE CO INC		Section	
WE	HOROWITZ	CONCRETE CO., INC			
		as PRINCIPAL, an	OLD RE	EPUBLIC SURETY CO	MPANY
	1 1 1				as SURETY,
amount specific	ta in Article 102.09 of	CITY OF PEORIA (hereafter refer the "Standard Specifications for R dministrators, successors, and assi	load and Brid	oe Construction" in effect of	of the total bid price, or for the on the date of invitation for bids. We the conditions of this instrument.
WHEREAS	THE CONDITION O	F THE FOREGOING OBLIGATION FOR THE STATE OF	ON IS SUCH	that, the said PRINCIPAL	
and furnish evic applicable Supp IN THE EVI	lan within fifteen (15) dence of the required is observed in the security of the LA determine that the LA determine the the LA determine the the LA determine the the the the the the the the the th	nsurance coverage, all as provided as, then this obligation shall becomes the PRINCIPAL has failed to enter	Il contract, fur in the "Stand in the "Stand in the rold; other ter into a form	rnish surety guaranteeing the lard Specifications for Road wise it shall remain in full f	e faithful performance of the work, and Bridge Construction" and orce and effect.
together with al	l court costs, all attorn	ey fees, and any other expense of r	ecovery.	ediately be entitled to lector	er the full penal sum set out above,
IN TESTIMO	ONY WHEREOF, the	said PRINCIPAL and the said SU	RETY have	caused this instrument to be	signed by their
respective office			A.D		•
		Pr	incipal		
			H	OROWITZ CONCRETE	CO., INC
	(Company N	ime)	***************************************		any Name)
Bv:	(Signature	- 1 T'(1)	By: X	In Ill	ar **
(If DD INICID.		f two or more contractors, the com	n	Signatu:	e and Title)
(II I KIIVCII I	AL is a joint venture o	two or more contractors, the com	pany names,` urety	and authorized signatures of	f each contractor must be affixed.)
JEFFF	REY A PETEFISI		j	11. 1° 6.60	
***************************************	(Name of Sur	ety)	By:	EFFREY A PETEFISI	Attorney-in-Fact)
STATE OF ILLI	NOIS		J.	EFFREY A PETEFISI	1 All Andrean and Andrean Andrean
	•				
COUNTY OF	PEORIA	- NI-4	D-11'		
	LLIS D MALONE	**************************************		for said county,	•
do herebv certifv	that <u>DAL</u>	RIN HOROWITZ AND JEFF (Insert names of in	KEY A P	ETEFISH on behalf of PRINCIPAL & SURE	TY
ookerr, appear	sonally known to me t red before me this day the uses and purposes	o be the same persons whose name in person and acknowledged respe	es are subscri	hed to the foregoing instru	ent on hehalf of PDINCIDAL and
	Given under my ha	nd and notarial seal this	26ТН	day of	ARCH A.D. 2015
	1	NOTICE			
Improper exect will result in b	ution of this form (i.e. mi	ssing signatures or seals or incomplete or ar.	ertification)	My commission e	xpires <u>02/24/2018</u>
If bid bond is u submitted with	ised in lieu of proposal gu h bid	naranty check, it must be on this form ar	ıd must be	Phyllis	D. Maloner
				PHYLLIS D N	Notary Public) IALONEY



CITY OF PEORIA SUBCONTRACTOR UTILIZATION STATEMENT

Section I (select all that apply) MBE/WBE Subcontractor(s) v Non MBE/WBE Subcontractor			ect	
Section II PRIME CONTRACTOR			PROJECT	
Name: HOROWY +Z CONCE Address: 128 Lelyer IN E	2EXES	_	Name:	LUR 40 ct Value: 170,000
Address: 128 Lelyler IN E	=, Paville	,	Total Contrac	ct Value: / 10,000
Phone: 208 9757				
Contact Person: DRRSW				
Email:				
Ownership Status: MBE V	WBE]	M/WBE	Non-M/WBE	4
Section III: Selected Subcontracto	rs			
Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
LEO BROWN	in BE	to RED	HER MINES	TRUCKING
150 BROWN			, s	TRUCKING
PAVIS	MBE			TRUCKING

TOTALS				
*If more than seven firms are utilized,				
Section IV: Subcontractors that subcontractor Name	dmitted blas b	Scope of W		Denial Reason
MILLENIA	1	IE WALL		+00 N/G-H
		7		

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

Section V: Subcontractors Contacted (M/WBE Only)

Subcontractor Name	Method of Contact	Contact Outcome
CSL	EMAIL	NO RESPONCE
DA VIS	PHONE	NO RESPONSE
LEO BROWN	DNONE	PRICE
MILENIA	EMAÎL	PRICES

^{*}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.

3/3///S

Signature of Prime Contractor

Org.: May 2008 Revised: Feb. 2011

POWER OF ATTORNEY

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

ROBERT D. BIELENBERG, LARRY K. BIELEMA, JEFFREY A. PETEFISH, OF PEORIA, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

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F TIM AATTI	ress whereor, t	JLD KEP	OBLIC SURELY CO	MPANY has caused these present	s to be signed by its proper of	fficer and its comorate se-	al to be
affixed this _	22ND	day of	MAY, 2014.	<u>-</u>			# 10 00
				additioning.	OLD REP	UBLIC SURETY COMP	'ANY
O1 €			i.	SUMPACE SUMPACE	- 	1 :	4.
$-P_{k}$	80: MO	64		COMPONATE O		// //	45
- '-"CX	reconcerning	TUN	20°C	SEAL 3		/ /	
学刊) ### ASS (an secret	iry	44 og 1 /\$/	/// //	117	THE P
CTATE OF	Autocovieny e	01 D 1001			an II	iuc	
STATE OF	WISCONSIN, C	OUNTY	OF WAUKESHA-	SS	Presid	ent .	
On this _	22ND	day of	MAY, 2014	, personally came before me,	Alan Pavlic	and	ď
Phyl	lis M. Johnson		, to me known to be	the individuals and officers of the	OLD REPUBLIC SURETY	COMPANY who execute	៊ី ed the above
instrument, an	d they each acknow	ledged the	execution of the san	ne, and being by me duly sworn, d	d severally denose and say:	that they are the said office	or of the
corporation af	oresaid, and that the	seal affix	ed to the above instru	ment is the seal of the corporation	and that said comporate seal	and their ciamatures are more	tis of the
were dulv affi	xed and subscribed t	to the said	instrument by the au	thority of the board of directors of	said formantion	and their signatures as suc	n officers
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I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at t

okfield, WI this 26TH

CALLENDER & CO

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PROPOSAL ITEMS

STATE OF ILLINOIS CITY OF PEORIA

NOTICE TO CONTRACTORS

1. <u>Time and Place of Opening Bids.</u>

Sealed proposals for the improvement described herein will be received at the Office of the City Engineer, Public Works Facility, 3505 N. Dries Lane, Peoria, Illinois, until 11:00 A.M., Wednesday, April 1, 2015 and at that time publicly opened and read.

2. <u>Description of Work.</u>

- (A) Proposed improvement is officially known as, SIDEWALKS IN NEED OF REPAIR PROGRAM 2015.
- (B) The proposed improvement consists of removing existing sidewalk, curb, curb and gutter, driveways, and driveway approaches and replacing with new sidewalk, curb, driveway, driveway approaches, curb and gutter, ADA Ramps and all necessary adjustments, incidentals and appurtenances.

3. <u>Instructions to Bidders.</u>

- (A) Plans, proposal forms, and specifications for said proposed project may be examined at the Offices of the City Engineer, Public Works Facility, 3505 North Dries Lane, Peoria, IL. Before plans and specifications may be obtained, contractors must be pre-qualified. Complete sets of plans and proposal forms may be obtained on CD at no charge; contact information must be given in exchange for the CD. Each business may receive one CD at no-cost, or request an electronic plan set by email to sletsky@peoriagov.org.
- (B) All proposals must be accompanied by a proposal guaranty as provided in Section 102 of the "Standard Specifications for Road and Bridge Construction" prepared by the Illinois Department of Transportation: a Bid Bond, or a proposal guarantee of cash, a Bank Cashier Check, or a properly certified check made payable to the City of Peoria, <u>for not less than five percent (5%) of the amount of the bid.</u>
- (C) The Schedule of Prices shows the breakdown of quantities by sidewalk program. The total price for each pay item will be based on the Total Contract Quantity.

4. Rejection of Bids.

The City of Peoria reserves the right to reject any or all proposals as provided in LRS6 of the "Supplemental Specifications and Recurring Special Provisions" prepared by the Department of Transportation of the State of Illinois, adopted January 1, 2012.

STATE OF ILLINOIS CITY OF PEORIA

PROPOSAL

1.	Proposal of
	i. (Name and Address of Bidder) For the improvement, designated in Paragraph 2 below, by the construction of sidewalk, combination curb and sidewalk, combination curb and gutter, curb, gutter flag, driveway pavement, ADA access ramps and adjustments are to be improved.
2.	The contract documents for the proposed improvements are those prepared by Mohr & Kerr Engineering & Land surveying, P.C. and the City of Peoria Engineering Department and approved in March 2015 which contract documents are designated as City-wide SIDEWALKS IN NEED OF REPAIR PROGRAM 2015.
3.	The specifications herein referred to are the "Standard Specifications for Road and Bridge Construction," prepared by the Department of Transportation of the State of Illinois and adopted by said Department on January 1, 2012. The undersigned agrees to accept, as part of the contract, the Special Provisions contained within this proposal.
4.	The undersigned declares that he will comply with the applicable provisions of Section 100, General Requirements and Covenants.
5.	The undersigned agrees to complete the work, by July 31, 2015 unless additional time is granted in accordance with Article 108.08 of the Specifications.
б.	Accompanying this proposal is a <u>bid bond, certified check, or cashier's check</u> complying with the requirements of the Specifications, made payable to the City Treasurer of the City of Peoria, Illinois. It this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the check shall be forfeited to the awarding authority.
	The amount of the check or draft is \$

5

Attach Cashier's Check or Certified Check Here

- 7. The undersigned certifies that it is not delinquent in the payment of any indebtedness, tax, fee or fine owed to the City of Peoria, or in the payment of any tax administered by the Illinois Department of Revenue, and is in compliance with the terms and conditions of Sec. 10-109 of the Peoria City Code and 65 ILCS 5/11-42.1-1.
- 8. Each pay item shall have a unit price and a total price.
- 9. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
- 10. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 11. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
- 12. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the City of Peoria, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of Federal, State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating and has not been suspended or debarred from receiving federal funding.

13. <u>EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:</u>

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

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

14.	EEO CERTIFICATION* (Check <u>one</u>):
	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:

- 15. The City of Peoria can increase or decrease this contract up to 25% to meet its budgetary needs.
- 16. The undersigned submits herewith this Schedules of Prices covering the work to be performed under this contract:

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

 	City Of Peoria		 		
.1	Deparment of Public Works				
	Schedule of Prices				
	Project: City of Peoria Sidewalk in Need of Repair - 2015				
				UNIT	
	<u>ITEM</u>	QUA	NTITY	PRICE	AMOU
	<u>GENERAL</u>				
20200100	Earth Excavation	75	C.Y.		
20201200	Removal and Disposal of Unsuitable Materials	10	C.Y.		
	Subbase Granular Materials, Type B	193.2	TONS		
	Aggregate Base Course, Type CA-7, 6"	153	S.Y.		
	P.C.C. Driveway Pavement, 6"	313	S.Y.		
	P.C.C. Sidewalk, 4"	14,138	S.F.		
X4240010	P.C.C. Combination Curb and Sidewalk, 4"	1,145	S.F.		
42400800	Detectable Warnings	206	S.F.		
44000200	Driveway Pavement Removal	176	S.Y.		
44000300	Curb Removal	99	FT.		
44000600	Sidewalk Removal	12,059	S.F.		
X4400550	Combination Curb and Sidewalk Removal	497	S.F.		
60600605	Concrete Curb, Type B	274	FT.		
X0000001	Concrete Sidewalk Grinding	50	FT.		
X4080052	Incidental Hot-Mix Surfacing (Special)	290	S.F.		
X4241420	Porous Portland Cement Concrete Sidewalk 5"	1380	S.F.		
Z0075500	Timber Retaining Wall	22	S.F.		······································
				Total	

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

(If an individual)		Signa	ture of Bidder
Business Address	NOTATION	***************************************	
(If a partnership)		Firm 1	Name
Signed by	President		
Business Address			
Insert Namesand Addresses			
or an partners:			
(If a corporation)		Corpo	rate Name
Signed by	**************************************		···
Business Address			_
Insert Names of Officers:			_
			President
			Secretary
Attest:			Treasurer
Secretary			



Proposal Bid Bond

		Route	
	RETURN WITH BID	Municipality	City of Peoria
		Rd. Dist./Twnshp	
		County	Peoria
		Section	
WE		Section	***************************************
	as PRINCIPAL, an		
	as i tui veii AL, aii		
are held and firmly haved yets THE (CITY OF BEODIA (I. D. C. L. SET		as SURETY,
amount specified in Article 102.09 of	CITY OF PEORIA (hereafter referred to as "I the "Standard Specifications for Road and Br dministrators, successors, and assigns, jointly	idge Construction" in effect o	on the date of invitation for bids. W
WHEREAS THE CONDITION Of the LA acting through its awarding au	F THE FOREGOING OBLIGATION IS SUC thority for the construction of the work design	H that, the said PRINCIPAL nated as the above section.	is submitting a written proposal to
PRINCIPAL shall within fifteen (15) and furnish evidence of the required in	cepted and a contract awarded to the PRINCI days after award enter into a formal contract, nsurance coverage, all as provided in the "Sta is, then this obligation shall become void; oth	furnish surety guaranteeing th ndard Specifications for Road	e faithful performance of the work, and Bridge Construction" and
the preceding paragraph, then the LA:	es the PRINCIPAL has failed to enter into a for acting through its awarding authority shall im ey fees, and any other expense of recovery.	ormal contract in compliance venerated to recovered to re	with any requirements set forth in er the full penal sum set out above,
IN TESTIMONY WHEREOF, the	said PRINCIPAL and the said SURETY have	e caused this instrument to be	signed by their
	day of A.		orginal by then
	Principal		
	1 meipu		
(Company Na	ame)	(Comp.	any Name)
0		• •	•
By:(Signature	and Title)	(Signatu	re and Title)
(If PRINCIPAL is a joint venture o	f two or more contractors, the company name Surety		
	•		
(Name of Sur	By:	(Signature of	Attorney-in-Fact)
STATE OF ILLINOIS,			
COUNTY OF			
I,	, a Notary Public in a	nd for said county,	
lo hereby certify that	The second secon		
	(Insert names of individuals sign	ing on behalf of PRINCIPAL & SURE	TY)
who are each personally known to me to SURETY, appeared before me this day voluntary act for the uses and purposes	to be the same persons whose names are subset in person and acknowledged respectively, the therein set forth.	cribed to the foregoing instrun at they signed and delivered s	nent on behalf of PRINCIPAL and aid instruments as their free and
Given under my ha	and and notarial seal this	day of	A.D
1	NOTICE	7	
Improper execution of this form (i.e. mi will result in bid being declared irregul	issing signatures or seals or incomplete certification) lar.	My commission e	expires
If bid bond is used in lieu of proposal groups submitted with bid	uaranty check, it must be on this form and must be		

(Notary Public)



CITY OF PEORIA SUBCONTRACTOR UTILIZATION STATEMENT

Section II PRIME CONTRACTOR			PROJECT	
Name:			Name:	
Address:				ct Value:
Phone:				
Contact Person:				
Email:				
Ownership Status: MBE	WBE N	M/WBE	Non-M/WBE	
Section III: Selected Subcontract	tors			
Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
				7 (1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1

TOTALS				
*If more than seven firms are utilize	ed, please copy th	e form and attac	ch the additiona	information.
Section IV: Subcontractors that	submitted bids b	ut were not sel	ected (M/WRF	Only)
Subcontractor Name		Scope of W		Denial Reason
		***************************************		79.001.014

	I			

Subcontractor Name	Method of Contact	Contact Outcome
101104141111111111111111111111111111111		
f more than seven firms were contacted, pla	ease copy the form and attach the addition	al information
,		at nyormation.
ection VI		
he City of Peoria is committed to promoting nded construction projects: 10% MBE and	equal opportunity and has established the f 5% WBE. Prime Contractors have an obli-	following subcontractor utilization goals for
y's commitment to increase diversity amon	g the firms working on city construction pr	ojects.
his form must be completed and submitted	d with bid proposals. ALL subcontractors	intended for use on this project shall be liste
ection III above; along with the total amour natever reason the prime contractor has to	it to be paid to the subcontractors; percent	age of total contract; and scope of work. If
articipation.	utilize a subcontractor not listed above,	they must submit a Notification of Chang
ne undersigned certifies that the information	included herein is true and correct: the subco	ontractors listed above have agreed to perform
ope of work described. The undersigned fur	ther certifies that it has no controlling, dom	inating or conflict of interest in any of the li
bcontractors.		
gnature of Prime Contractor	Date	
g.: May 2008 rised: Feb. 2011		
Office Use Only		

CITY OF PEORIA M/WBE PARTICIPATION WAIVER REQUEST

PRIME CONTRACTOR	PROJECT
Name:	Name:
Address:	
Phone:	
Contact Person:	
We hereby request to waive all of the MBE and WBE participation of following reason(s). The firm further affirms that the stated reasons (CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCINDICATED.)	and documents provided are true and correct and not misleading:
1. No MBEs/WBEs responded to our invitation to bid.	
2. No subcontracting opportunities exist. (Attach explanation)	
3. The award of subcontract(s) is impracticable. (Attach expla	unation)
SIGNED:(Company Official)	DATE:
FOR OFFICE	USE ONLY
APPROVED DISAPPROVED	
REVIEWED BY	DATE

GENERAL CONDITIONS

STATE OF ILLINOIS CITY OF PEORIA

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2012, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids, the "Standard Specifications for Traffic Control Items," adopted January 1, 2002 and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2015, included herein which apply to and govern the construction of the SIDEWALKS IN NEED OF REPAIR PROGRAM 2015, in the City of Peoria, Peoria County, and in case of conflict with any part of said specifications, the said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF WORK

The SIDEWALKS IN NEED OF REPAIR PROGRAM 2015 proposed improvement consists of sidewalk removal and replacement as well as construction of new sidewalk along Folkers Avenue from Malone Street to Starr St., along Starr Street from Folkers Avenue to Ligonier Street and Latrobe Street from Folkers Avenue to Ligonier Street. There are 5 ADA Ramp quadrants included in the proposed improvements. The location of the proposed improvements and details for the 5 ADA ramp quadrants are provided in the plan documents.

ADDITIONAL WORK, CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for coordinating additional work with a property owner. Additional work shall be defined as any work requested by the property owner that was not originally planned by the City or its Consultant. Typical forms of additional work will be driveway approaches and adjustments beyond the limits of the City's planned improvements, privacy walks between the sidewalk and curb; private walks and steps behind the sidewalk, private tree trimming/removal; replacement of private retaining wall not otherwise damaged by contractor, and replacement of sidewalk, curb, or other items that were not agreed upon by the City.

For SINR properties the City will participate in the necessary adjustments to driveways in the front and back of the sidewalk. The city will also participate in private walk & step adjustments as needed up to 5 feet in the front and back of the sidewalk. Any additional items needed or requested by the property will be considered additional work.

The respective property owner shall bear the financial responsibility for any additional work as defined above. It is the contractor's responsibility to negotiate and establish an agreed price with any property owner where additional work is required. The city has no obligation, financial or otherwise, as it pertains to additional work.

DEFINITION OF TERMS

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

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

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

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

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

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

FAILURE TO COMPLETE WORK ON TIME

Should the Contractor fail to complete the work by <u>July 31, 2015</u>, the Contractor shall be liable to the City of Peoria at a rate of \$750.00 per day for every day worked over the contract time to cover all costs incurred for engineering, inspection and other expenses incurred by the City of Peoria by reason of the Contractor's failure to complete the work within the specified time, and such amount shall be deducted from the monies due the Contractor, not as a penalty, but as damages sustained.

RESPONSIBILITY FOR DAMAGE CLAIMS

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

QUALIFICATION OF CONTRACTORS

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

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

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

CONTRACTOR'S INSURANCE

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

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

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

COMPENSATION INSURANCE

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

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

OWNER'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE INSURANCE

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

AUTOMOBILE INSURANCE

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

UMBRELLA COVERAGE

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

ADDITIONAL INSURED ENDORSEMENT

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

PROOF OF CARRIAGE OF INSURANCE

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

Certificates of insurance are required. The Certificate must state the following "The City of Peoria,

its officers, directors, employees, agents, and representatives, are named as Additional Insured on a primary basis for liability arising out of the contractor's operations."

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

GUARANTEE PERIOD

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

PROSECUTION AND PROGRESS OF WORK

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

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

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

EXISTING UNDERGROUND FACILITIES

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

COOPERATION WITH UTILITY COMPANIES

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

interference from the said utility appurtenances or the operations of moving them.

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

NOTIFICATION OF UTILITIES PRIOR TO CONSTRUCTION

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

J.U.L.I.E. SYSTEM

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

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

CERTIFIED PAYROLL REQUIREMENTS

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

PREVAILING WAGE PROVISION

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

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

Peoria County Prevailing Wage for March 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG TYP (C Base	FRMAN M-F>8	OSA OSH H/W	Pensn Vac	Trng
						•
ASBESTOS ABT-GEN						
ASBESTOS ABT-GEN	BLD HWY		27.970 1.5 31.080 1.5	1.5 2.0 7.700		
ASBESTOS ABT-MEC	BLD		34.640 1.5	1.5 2.0 7.700 1.5 2.0 11.17		
BOILERMAKER	BLD		39.750 2.0	2.0 2.0 7.070		
BRICK MASON	BLD		33.880 1.5	1.5 2.0 8.600		
CARPENTER	BLD		32.630 1.5	1.5 2.0 8.000		
CARPENTER	HWY		33.900 1.5	1.5 2.0 8.000	15.46 0.000	0.520
CEMENT MASON	BLD		29.800 1.5	1.5 2.0 7.500	15.65 0.000	0.500
CEMENT MASON	HWY	29.280	30.780 1.5	1.5 2.0 7.500		
CERAMIC TILE FNSHER	BLD	29.890		1.5 2.0 8.600		
ELECTRIC PWR EQMT OP	ALL		45.290 1.5	1.5 2.0 6.150		
ELECTRIC PWR GRNDMAN	ALL		45.290 1.5	1.5 2.0 5.790		
ELECTRIC PWR LINEMAN	ALL		45.290 1.5	1.5 2.0 6.280		
ELECTRIC PWR TRK DRV	ALL		45.290 1.5	1.5 2.0 5.830		
ELECTRICIAN ELECTRICIAN	ALL		37.320 1.5	1.5 2.0 6.500		
ELECTRICIAN ELECTRONIC SYS TECH	BLD BLD		37.320 1.5 30.250 1.5	1.5 2.0 6.100		
ELEVATOR CONSTRUCTOR	BLD		46.900 2.0	1.5 2.0 6.100 2.0 2.0 13.57		
GLAZIER	BLD		33.870 1.5	1.5 1.5 10.25		
HT/FROST INSULATOR	BLD		45.850 1.5	1.5 2.0 11.47		
IRON WORKER	BLD		33.710 1.5	1.5 2.0 9.390		
IRON WORKER	HWY	35.340	37.340 1.5	1.5 2.0 9.390		
LABORER	BLD	25.470	26.970 1.5	1.5 2.0 7.700		
LABORER	HWY		30.330 1.5	1.5 2.0 7.700	16.19 0.000	0.800
LABORER, SKILLED	BLD		27.370 1.5	1.5 2.0 7.700	15.07 0.000	0.800
LABORER, SKILLED	HWY		30.630 1.5	1.5 2.0 7.700		
LATHER	BLD		32.630 1.5	1.5 2.0 8.000		
MACHINERY MOVER	HWY		37.340 1.5	1.5 2.0 9.390		
MACHINIST MARBLE FINISHERS	BLD BLD		46.850 1.5	1.5 2.0 6.760		
MARBLE MASON	BLD	29.890	0.000 1.5 32.900 1.5	1.5 2.0 8.600		
MILLWRIGHT	BLD		33.050 1.5	1.5 2.0 8.600 1.5 2.0 8.000	14 63 0 000	0.580
MILLWRIGHT	HWY		34.470 1.5	1.5 2.0 8.000		
OPERATING ENGINEER			40.050 1.5	1.5 2.0 7.000		
OPERATING ENGINEER			40.050 1.5	1.5 2.0 7.000	17.48 0.000	3.000
OPERATING ENGINEER	BLD 3	30.160	40.050 1.5	1.5 2.0 7.000		
OPERATING ENGINEER			40.000 1.5	1.5 2.0 7.000	17.48 0.000	3.000
OPERATING ENGINEER			40.000 1.5	1.5 2.0 7.000	17.48 0.000	3.000
OPERATING ENGINEER			40.000 1.5	1.5 2.0 7.000		
PAINTER	ALL		35.650 1.5	1.5 1.5 10.30		
PAINTER SIGNS	BLD		38.090 1.5	1.5 1.5 2.600		
PILEDRIVER PILEDRIVER	BLD		33.630 1.5	1.5 2.0 8.000		
PIPEFITTER	HWY BLD		34.900 1.5 41.510 1.5	1.5 2.0 8.000 1.5 2.0 7.000		
PLASTERER	BLD		29.770 1.5	1.5 2.0 7.500		
PLUMBER	BLD		37.630 1.5	1.5 2.0 7.000		
ROOFER	BLD		32.110 1.5	1.5 2.0 8.450		
SHEETMETAL WORKER	BLD		33.760 1.5	1.5 2.0 8.620		
SIGN HANGER	HWY		37.340 1.5	1.5 2.0 9.390		
SPRINKLER FITTER	BLD	37.120	39.870 1.5	1.5 2.0 8.420		
STEEL ERECTOR	HWY	35.340	37.340 1.5	1.5 2.0 9.390		
STONE MASON	BLD		33.880 1.5	1.5 2.0 8.600	9.870 0.000	0.590
	r in ef	FECT	ALL 28.900	30.400 1.5 1	.5 2.0 7.700)
14.86 0.000 0.800						

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TERRAZZO FINISHER
                          BLD 29.890 0.000 1.5 1.5 2.0 8.600 10.05 0.000 0.580
TERRAZZO MASON
                          BLD 31.650 32.900 1.5 1.5 2.0 8.600 10.05 0.000 0.580
TILE MASON
                          BLD 31.650 32.900 1.5 1.5 2.0 8.600 10.05 0.000 0.580
TRUCK DRIVER
                         ALL 1 33.000 36.550 1.5 1.5 2.0 11.10 5.230 0.000 0.250
TRUCK DRIVER
                         ALL 2 33.480 36.550 1.5 1.5 2.0 11.10 5.230 0.000 0.250
TRUCK DRIVER
                         ALL 3 33.700 36.550 1.5 1.5 2.0 11.10 5.230 0.000 0.250
                         ALL 4 34.010 36.550 1.5 1.5 2.0 11.10 5.230 0.000 0.250 ALL 5 34.900 36.550 1.5 1.5 2.0 11.10 5.230 0.000 0.250
TRUCK DRIVER
TRUCK DRIVER

      O&C 1 26.400 29.240 1.5
      1.5 2.0 11.10 5.230 0.000 0.250

      O&C 2 26.780 29.240 1.5
      1.5 2.0 11.10 5.230 0.000 0.250

TRUCK DRIVER
TRUCK DRIVER
                          O&C 3 26.960 29.240 1.5
TRUCK DRIVER
                                                        1.5 2.0 11.10 5.230 0.000 0.250
                          O&C 4 27.210 29.240 1.5 1.5 2.0 11.10 5.230 0.000 0.250
TRUCK DRIVER
TRUCK DRIVER
                          O&C 5 27.920 29.240 1.5 1.5 2.0 11.10 5.230 0.000 0.250
TUCKPOINTER
                          BLD 32.380 33.880 1.5 1.5 2.0 8.600 9.870 0.000 0.590
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Legend: RG (Region)

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

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

PEORIA COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by

said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

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

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

LABORER, SKILLED - BUILDING

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

LABORER, SKILLED - HIGHWAY

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

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

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

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

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E -Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump -Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

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

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight

Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

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

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional

Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

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

Other Classifications of Work:

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

LANDSCAPING

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

SUBSTANCE ABUSE PREVENTION PROGRAM

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

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

PROTECTION OF THE PUBLIC

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

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

ITEMS DESIGNATED FOR REMOVAL AND EXCAVATION

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

CITY SIGNS

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

BRICK REPAIRS

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

TRAFFIC CONTROL & PROTECTION

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

Special attention is called to Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction," applicable "Recurring Supplemental Specifications and Special Provisions"

and the following Highway Standards relating to traffic control:

(701301-04; 701501-06; 701502-06; 701601-09; 701602-07; 701606-09; 701701-09; 701801-05; and 701901-03)

When construction operations require the closure of one lane, except turn lanes, the closure of said lane shall require the use of the specified arrow board per Standard 701901-03. The work shall be performed as directed by the Engineer.

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

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

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

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

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

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

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

DAMAGE TO EXISTING TREES

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

VAULTS

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

SAWCUTTING

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

CONTACT PERSON

The Consultant who will be responsible for this contract is Mohr & Kerr Engineering & Land Surveying, P.C. Any questions you may have in reference to any portion of the bidding process can be directed to them. They will provide invoicing quantities and amounts to the Contractor after the completion of work on a monthly basis. Their phone number is 309-692-8500.

EQUAL OPPORTUNITY REQUIREMENTS

EEO CONTRACT COMPLIANCE CLAUSE

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

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

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

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

During the performance of this contract, the Contractor agrees:

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

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

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

- Page 2
- (D) That during the performance of this contract, the Contractor will maintain its eligibility status to conduct business with the City of Peoria under the provisions of the EEO certification registration program.
- (E) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, sex, religion, national origin, age, or physical and/or mental disability.
- (F) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under Chapter 17. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with Chapter 17, the Contractor will promptly so notify the Equal Opportunity Office (hereinafter 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)

Description of Program

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

Pre-Bid Efforts when Awarding Subcontracts

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

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

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

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

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

III. Good-Faith Efforts Documentation when Utilizing Subcontractors

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

IV. Waiver Requirements When Self-Performing All Work

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

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

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

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

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

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

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

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

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

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

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

- (A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (v)(2), if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
- (C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of the paragraph (v)(2).
- 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.

org. 05/08/08 rev. 04/17/12

HUMAN RIGHTS ACT

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

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

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

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

ROADWORK SPECIAL PROVISIONS

SALVAGING EXISTING MATERIAL

All existing municipally owned street castings, millings and pavement brick, in usable condition within the limits of the improvement shall, if not required for further use in the construction of the improvement, be carefully excavated and preserved by the Contractor. Sidewalk brick shall not be considered pavement brick and the contractor will have the salvage rights to the sidewalk brick removed. Said street castings, millings, and pavement brick shall be separated from other removal materials and hauled by the Contractor to the City's yard on Darst Street. The Contractor shall contact Sie Maroon at 309-654-5139, in advance of hauling salvaged materials to the City's yard on Darst Street.

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

CONSTRUCTION DEBRIS

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

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

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

EROSION CONTROL

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

The Contractor shall sweep and return to the work site any soil tracked onto the street by the end of the workday or before four (4) hours has elapsed, whichever is sooner. This work shall be considered incidental to the affected items of work and no additional compensation will be allowed.

EARTH EXCAVATION

EARTH EXCAVATION will be provided in the contract quantities for the Sidewalk in Need of Repair program to pay for removal of oil at locations shown in the plans for Porous PCC and at locations not currently included in the plans where sidewalk does not exist. This work shall be performed in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction except for the following:

Where topsoil placement is needed, the contractor shall provide and place material suitable for growing grass. The contractor may obtain this material from stockpiled excavation within the project limits or from outside the right-of-way. No additional payment will be made for furnishing and placing topsoil, regardless of how the material is obtained.

A contingent quantity for EARTH EXCAVATION has been provided in the contract quantities for the Sidewalk Participation program to pay for removal of soil <u>at locations not currently included in the contract where sidewalk does not currently exist.</u> This work will be paid for at the contract unit price per CUBIC YARD for EARTH EXCAVATION; which shall include removal of soil in locations currently not included in the contract where sidewalk does not currently exist, removal of unsuitable materials, and removal for grading where indicated by the Engineer.

SUBBASE GRANULAR MATERIAL

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

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

Locations where <u>new</u> curb, combination curb & gutter, gutter flag, sidewalk, or combination curb & sidewalk are being constructed for the first time - this work shall consist of providing a minimum of four inches (4") of Subbase Granular Material, Type B having a gradation of CA-6, compacted in place to provide the proper sub-base for curb, combination curb & gutter, gutter flag, sidewalk, and combination curb & sidewalk in accordance with the plans and as directed by the Engineer. This work will be paid for at the contract unit price per TON for SUBBASE GRANULAR MATERIAL, TYPE B.

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

AGGREGATE BASE COURSE, TYPE CA-7

This work shall consist of furnishing all labor, equipment, and material for the installation of Aggregate Base Course, Type CA-7, in accordance with Section 351 of the Standard Specifications, except as modified herein. Aggregate shall be constructed in lifts not more than 12" in depth and shall be

compacted by mechanical means to the satisfaction of the engineer. Specific requirements shall be followed for Type B Aggregate and shall be crushed limestone.

Aggregate Base Course, Type CA-7 shall be installed at all areas on plans listed for Porous PCC. The general lift shall be 5" of Porous PCC over 6" Aggregate Base Course, Type CA-7.

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

This work will be paid for at the contract unit price per SQUARE YARD for AGGREGATE BASE COURSE, TYPE CA-7.

P.C.C. DRIVEWAY PAVEMENT, 6"

This work shall consist of constructing a 6" P.C.C. driveway pavement as directed by the Engineer. Provisions shall be made for satisfactory transition between the proposed driveway pavement and the existing pavement to remain in place. This work shall be in accordance with applicable portions of Section 423 of the "Standard Specifications for Road and Bridge Construction."

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

This work shall be paid for at the contract unit price per SQUARE YARD of P.C.C. DRIVEWAY PAVEMENT, 6", which shall include all labor, earth backfill, granular backfill, materials, curing compound, tools and equipment necessary to complete this work as specified.

P.C.C. SIDEWALK, 4"

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

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

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

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

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

The basis of payment shall be the area in square feet of the top surface of the curb and sidewalk for each property and will not include the front finished face of curb.

This work will be paid for at the contract unit price per SQUARE FOOT for P.C.C. COMBINATION

CURB AND SIDEWALK, 4" which shall include all labor, excavation, earth backfill along the back of sidewalk, materials, curing compound, tools and equipment necessary to complete this work as specified.

DETECTABLE WARNINGS

This work shall consist of a 24-inch strip of the Federal Standard color 30166, brick red, as its standard of detectable warning in the direction of travel and shall extend the full width of the curb ramp or flush surface. This work shall conform to the details given in the plans and in accordance with Section 424 of the "Standard Specifications for Road and Bridge Construction".

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

The following will be the acceptable construction techniques.

- 1. Cast-in-Place truncated dome ramps must be formed with a rigid mold. Every area of the tool shall be tamped directly above the stamp to form a uniform appearance. The concrete used shall be Class X (SI) concrete that has the Federal Standard color 30166, brick red, the entire depth. Broadcasting brick red dye or painting the sidewalk brick red will not be acceptable methods.
- 2. DetecTile PFC Composite truncated dome panels. Panels must be the Federal Standard color 22144, brick red. Panels shall be placed within the Class X (SI) concrete. They shall have a minimum of four anchors per ceramic panel to secure the panels to the concrete ramp.
- 3. Armor-Tile Tactile Systems manufactured Diamond-Hard Vitrified Polymer truncated panels. Panels must be the Federal standard color 22144, brick red.
- 4. Pre-Cast concrete truncated dome ramp panels. The panels shall be a minimum of 2-inches thick with the entire depth consisting of Class X (SI) concrete that is Federal Standard color 22144, brick red. The pre-cast panels shall have wire mesh or fiber mesh reinforcement. Tapered edges or holes so that dowel reinforcement rod can be placed within the insert shall be acceptable methods. These shall be placed before placing the rest of the ramp so that they are tightly secured into place.

Final determination of acceptability shall be the responsibility of the construction engineer.

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

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

DRIVEWAY PAVEMENT REMOVAL, PAVEMENT REMOVAL

This work shall consist of the removal of all driveway pavement and other pavements as directed by the Engineer. This work shall be done in accordance with Section 440 of the "Standard Specifications for Road and Bridge Construction." Payment for removal and replacement will not be allowed for items

removed beyond the limits of construction or those items damaged needlessly by the contractor. The cost of sawing pavement where noted or directed by the engineer shall by incidental to the item of work.

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

CURB REMOVAL, COMBINATION CURB & GUTTER REMOVAL

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

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

COMBINATION CURB AND SIDEWALK REMOVAL, SIDEWALK REMOVAL

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

The basis of payment shall be the area in square feet of the top surface of the curb and sidewalk for each property and will not include the front finished face of curb.

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

CONCRETE CURB, TYPE B

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

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

CONCRETE SIDEWALK GRINDING

This work shall consist of grinding existing concrete sidewalk to repair vertical surface discontinuities at locations identified in the contract documents or as directed by the Engineer.

Grinding shall be performed so that the sidewalk surface has essentially the same or slightly rougher texture adjacent to either side of the joint or crack. Ground surfaces shall not be smooth or polished and shall have a coefficient of friction of not less than 0.30.

Grinding shall be performed so that the finished grind has a rectangular appearance consisting of a straight back line with no stray grinding marks. The adjacent concrete shall remain untouched by the grinding process without scars or damage. The finished grind shall produce adjacent joints that are flush the full length of the repair.

Grinding shall be performed using dry, carbide grinding equipment that will leave a non-slip surface.

Vertical surface discontinuities between 0.25 in. and 0.5 in. shall be beveled with a slope not steeper than 1V:2H (50%). The bevel shall be applied across the entire vertical surface discontinuity.

Vertical surface discontinuities greater than 0.5 in. and less than 2 in. shall be beveled with a slope no steeper than 1V:12H (8.33%). The bevel shall be applied across the entire vertical surface discontinuity.

Grinding shall not be performed for vertical surface discontinuities greater than 2 in.

Any remaining concrete powders and debris shall be removed by the contractor.

This work will be measured for payment along the length of the vertical surface discontinuity being grinded. This work will be paid at the contract unit price per FOOT for CONCRETE SIDEWALK GRINDING, which shall include all labor, materials, tools and equipment necessary to complete this work as specified.

INCIDENTAL HOT-MIX ASPHALT SURFACING (SPECIAL)

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

The work will be paid for at the contract unit price per SQ FT for INCIDENTAL HOT-MIX ASPHALT SURFACING (SPECIAL), which shall include all saw cutting, removal, prime, concrete base course,

aggregate base course, excavation, labor, tools, materials and equipment necessary to complete the work as specified.

REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL

This work shall be performed in accordance with section 202 of the "Standard Specifications for Road and Bridge Construction."

This work shall consist of the excavation, removal and disposal of unsuitable sub-grade material located under the curb, combination curb & gutter, gutter flag, sidewalk, and combination curb & sidewalk. This work shall be performed at the discretion of the Engineer.

This work will be paid for at the contract unit price per CUBIC YARD for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

TIMBER RETAINING WALL

- 1. Description
 - A. Work includes furnishing and installing timber retaining walls to the lines and grades shown on the plans and/or to the satisfaction of the Engineer in accordance with Section 507 of the Standard Specifications for Road and Bridge Construction.
- 2. Timber & Galvanized Spikes Specifications
 - A. The timbers shall be pressure treated, according to Article 1007 of the Standard Specification for Road and Bridge Construction. Minimum thickness shall be 6". If the wall is greater than 3.5' high, consult a Structural or Geotechnical Engineer. The spike shall be of sufficient length to secure timbers together.
 - B. The construction of the timber retaining wall shall conform to the dimensions shown in the plans or as directed by the Engineer.
 - C. Timber tiebacks shall be placed at 8'O.C. and shall be a minimum of 4' long spiked to the wall.
 - D. Permeable backfill shall be placed behind the wall. One timber shall be installed below finished grade on a compacted and level sub base.
 - E. Spikes shall be galvanized in accordance with the applicable sections of Article 1000 of the Standard Specifications. The spikes shall be of sufficient length to secure timbers together.
- 3. Backfill and Drainage Specifications
 - A. Backfill material to consist of open graded aggregate 1" nominal size. The backfill should be placed to within 4" from the top of wall to the bottom of the subgrade. Backfill shall be placed in accordance with the requirements of Article 502.10.
 - B. P.C.C. Sidewalk, 4" will be placed adjacent to the wall and backfill material.
 - C. 2" Weep hole spacing between timbers shall be placed at sidewalk finished grade.

4. Basis of Payment

All equipment and labor required to perform this work will be paid for at the unit price per SQUARE FOOT of TIMBER RETAINING WALL.

POROUS PORTLAND CEMENT CONCRETE SIDEWALK, 5"

This work will shall consist of furnishing and installing porous concrete (special) where shown on the construction plans.

Materials shall include Portland Cement, in accordance with Section 1001.01(a) of the Standard Specifications. Fly Ash, conforming tp AST C16, may be used in amounts not to exceed 25% of the cementitous material or Ground Iron Blast Furnace Slag, conforming to ASTM C989, may be used in amounts not to exceed 50% by weight of the total cementitious material.

The hand squeeze test shall be performed in the field by the engineer or Certified Pervious Concrete Contractor. A sample of plastic concrete shall be taken from each truck load and hand-squeezed and released. A mix that crumbles (too dry) or in which the paste flows away from the aggregate (too wet) shall be rejected and will require mitigation to achieve a passing test. The correct amount of water will impart a wet metallic appearance or sheen on the material.

Curing procedures shall begin 3-5 minutes after jointing. Prior to covering, the pavement shall be sprayed with soybean oil, at a rate of 0.005 Gal/SF. The pavement shall be covered in a minimum 6-mil thick polyethylene sheet. There shall be a minimum of 12" overhand on each side of the form with enough extra plastic to properly anchor the sides down. The plastic sheeting shall be pulled tight over the concrete to provide a consistent interface and minimize wrinkles in the sheet contacting the surface of the concrete. Any holes, tears or cuts in the plastic shall be taped or repaired to prevent moisture loss and to prevent air infiltration under the plastic. The edges shall be anchored with 2x4's and sandbags. Mud clamps or construction trash will not be allowed. No wind-driven billowing plastic is allowable during the entire 7-day cure. The curing cover shall remain securely in place for a minimum of 7 days, uninterrupted. No vehicular traffic shall be permitted on the pavement until the end of the 7 day cure and no truck traffic shall be permitted for 14 days after placement.

Upon removal of the plastic after a minimum of 7 days, extreme care shall be taken to prevent construction debris, particularly sand, silt and dirt, from being deposited on the porous concrete. Construction staging shall be coordinated to minimize exposure to fines from soils from adjacent construction activities. The contractor shall be responsible for preventing clogging of the porous pavement from adjacent construction activities until acceptance by the owner. The contractor shall be responsible for vacuuming any fines that accumulate on the pervious pavement prior to acceptance by the owner, incidental to the contract.

Payment for all labor, equipment and materials required by this special provision will be made at the contract unit price per square foot for POROUS PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, (SPECIAL).

CURING COMPOUND

This item shall be furnished and applied in accordance with Article 1020.13 of the "Standard

Specifications" except as herein provided. Curing Compound shall be applied to all exposed Portland Cement Concrete Surfaces.

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

CONCRETE FIBERS

The contractor may use micro-fibers in lieu of the welded wire mesh. The micro-fibers and dosage rate shall be approved by the engineer prior to use. The dosage rate shall meet the recommendations of the supplier. The micro-fibers shall be supplied by an IDOT approved supplier of synthetic fibers. Concrete fibers will not be paid for separately but shall be included in the cost of the concrete item.

SEEDING AND MULCHING

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

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

SIDEWALK RAMPS FOR THE DISABLED

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

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

Any side curb poured integrally with a ramp will be paid for at the contract unit price per SQUARE FOOT OF P.C.C. COMBINATION CURB & SIDEWALK 4"; except where Monolithic Side Curb has been called for in the plans. The square footage will <u>not</u> include the exposed vertical surface areas of the side curbs.

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

TIE BARS & DOWEL BARS

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

APPENDIX A

EEO DOCUMENTS

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

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

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

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

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

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

Which form do I submit?

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

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

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

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

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

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

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

KEEP THIS PAGE FOR YOUR RECORDS

MINORITY AND WOMEN BUSINESS ENTERPRISE DIRECTORY

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

MINORITY AND FEMALE WORKFORCE UTILIZATION

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

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

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

CONTRACT DELIVERABLES

CITY OF PEORIA SUBCONTRACTOR PAYMENT FORM

PROJECT

PRIME CONTRACTOR

Name:						
Pay Estimate No:						
Complete:%	% to					
eriod:to						
ach extra pages as needed tor.	and included all					
Payment Amount	Payment Type (F-full/ P-partial)					
\$						
\$						
\$						
\$						
\$						
\$						
\$						
or utilized on the above lie payment reported herei	isted project. Under in was made to the					
Date						

CITY OF PEORIA MONTHLY WORKFORCE ANALYSIS

Check appropriate status	Month Ending					
Contractor						
Subcontractor						
Name:						
Address:						
Contact Person:	Phone:					
Project:						
Date Work Started:	Percent Complete:	%				

	Number of Employees			Hours of Employment										
Job Categories	Tota	al # of loyees	То	tal orities	ŧ	ican rican	Asian/I Islan		Indian/	rican Alaskan tive	Hisp	anic	Wh	uite
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Foremen			ļ			ļ								
Electricians													<u> </u>	
Glaziers														
Iron Workers														
Laborers														
Teamsters														
Millwrights														
Pipe Fitters														
Plumbers														
Plasterers														
Painters														
Roofers														
Operating Engs										:				
Tile Layers														
Sheet Metal Wkrs														
TOTALC														
TOTALS			 			 								

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

CITY OF PEORIA NOTIFICATION OF CHANGE IN PARTICIPATION

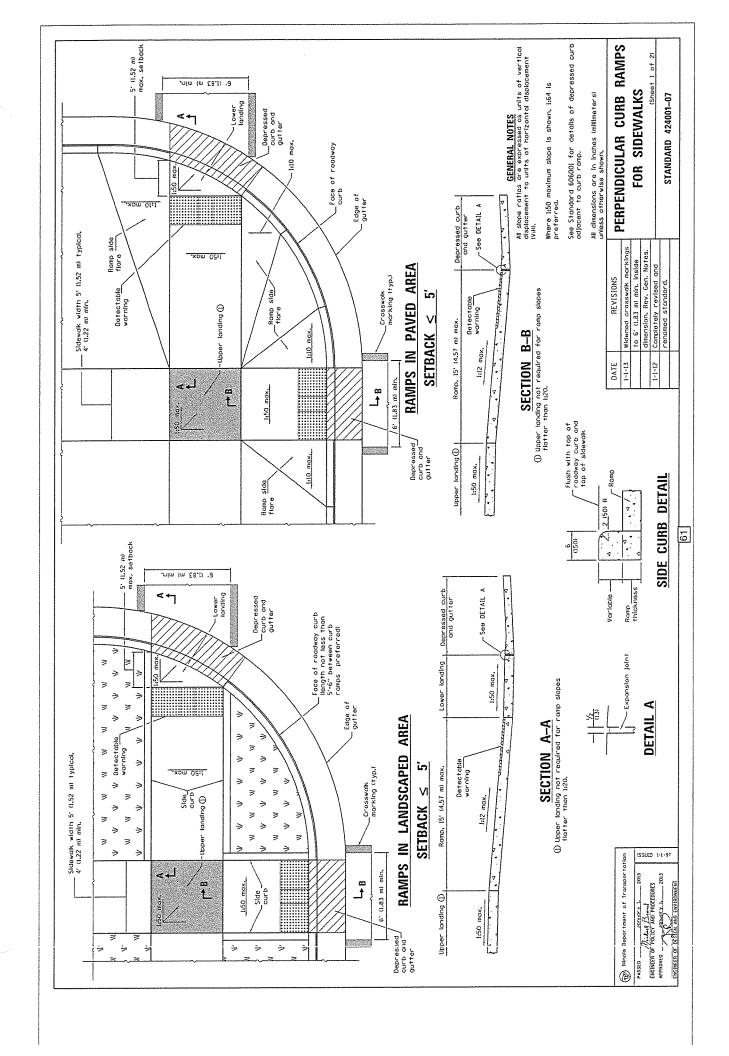
Type of Change	Date:
Subcontractor. Complete Part 1	
Self-Performance. Complete Part 2	
PRIME CONTRACTOR	PROJECT
Name: Name:	ame:
Address:	
Phone:	
PART If changing from previously identified subcontractor to another, co	
From Name	To Name
Address	Address
Phone	Phone
Phone MBE WBE Non-M/WBE	Status MBE WBE Non-M/WBE
Co	ontract Amount
Will scope of work change? Yes No Describe change	
Reason for Contractor Change	
PA Complete if deviating from intent to self-perform.	ART 2
Prime Contractor will have to hire another contractor to perform v	vork Yes No
Change was due to Emergency Non-Emergency Explain Situation	
Describe good faith efforts to utilize M/WBE	
Name of added ContractorAddress	
Phone	
Status MBE WBE Non-M/WBE	Contract Amount
Scope of Work	
Signed:	
Contractor	Title

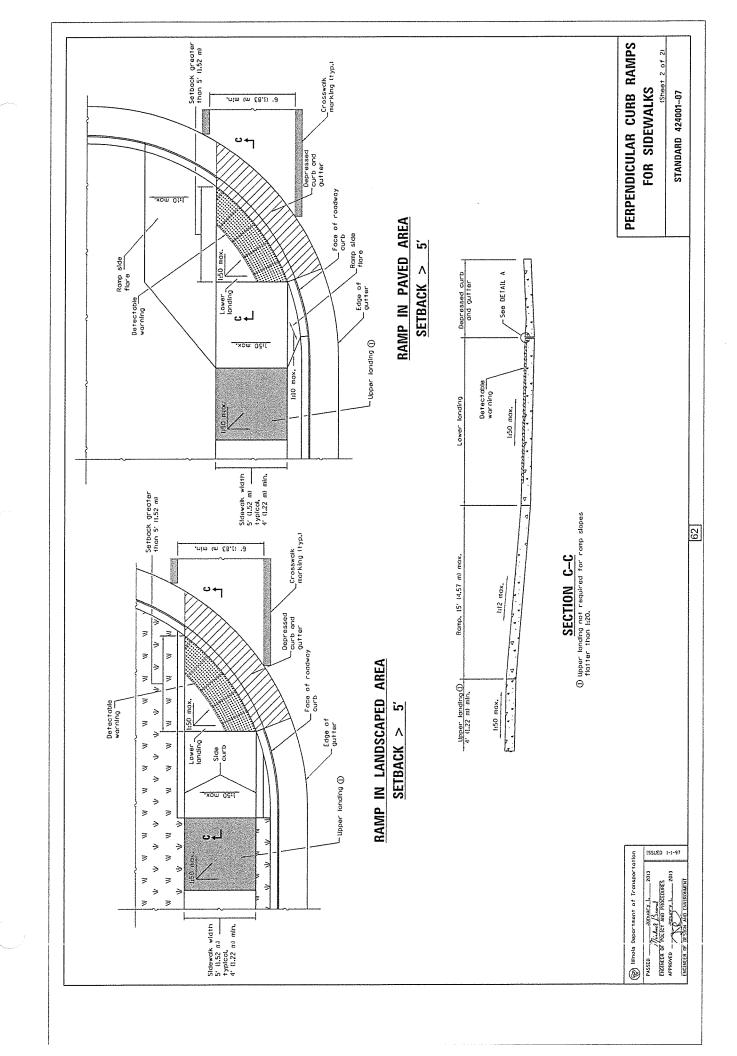
MISCELLANEOUS

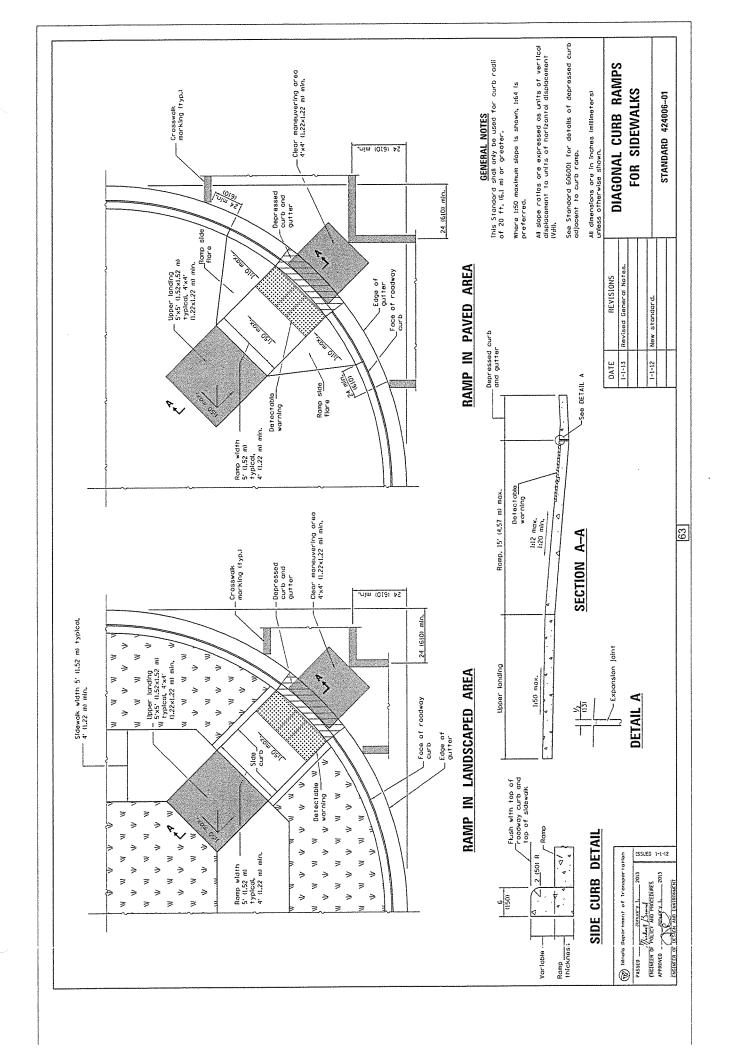
CITY OF PEORIA CONTRACT

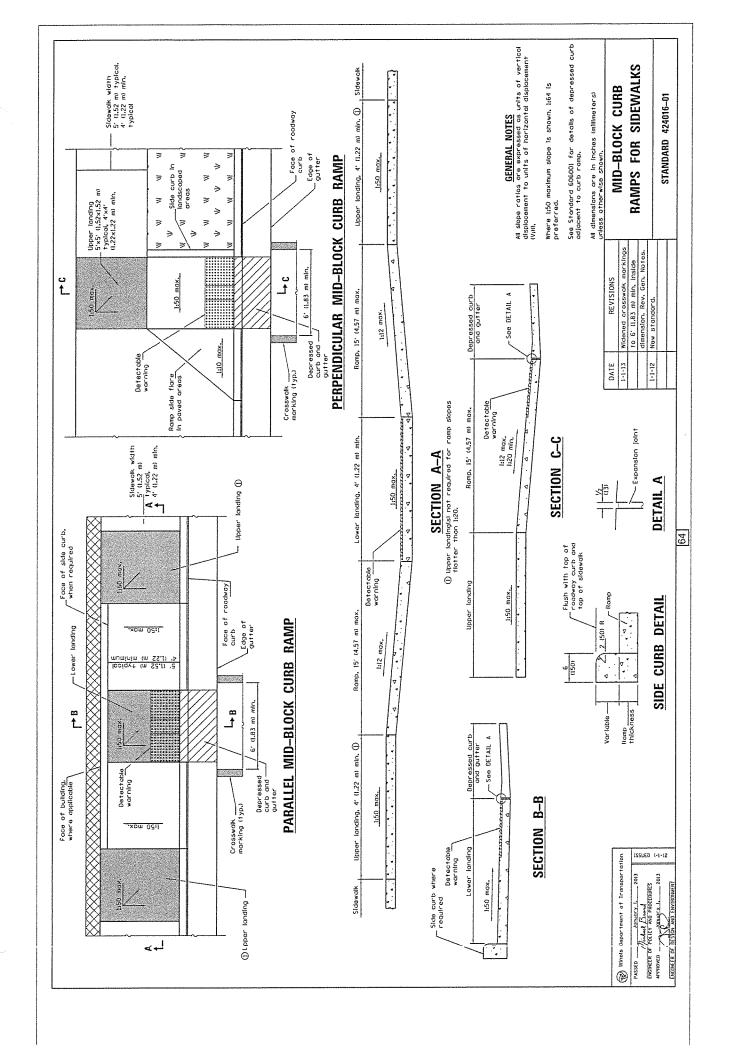
This agreement, made and entered into this _____ day of _______, 2015, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and _______, Party of The Second

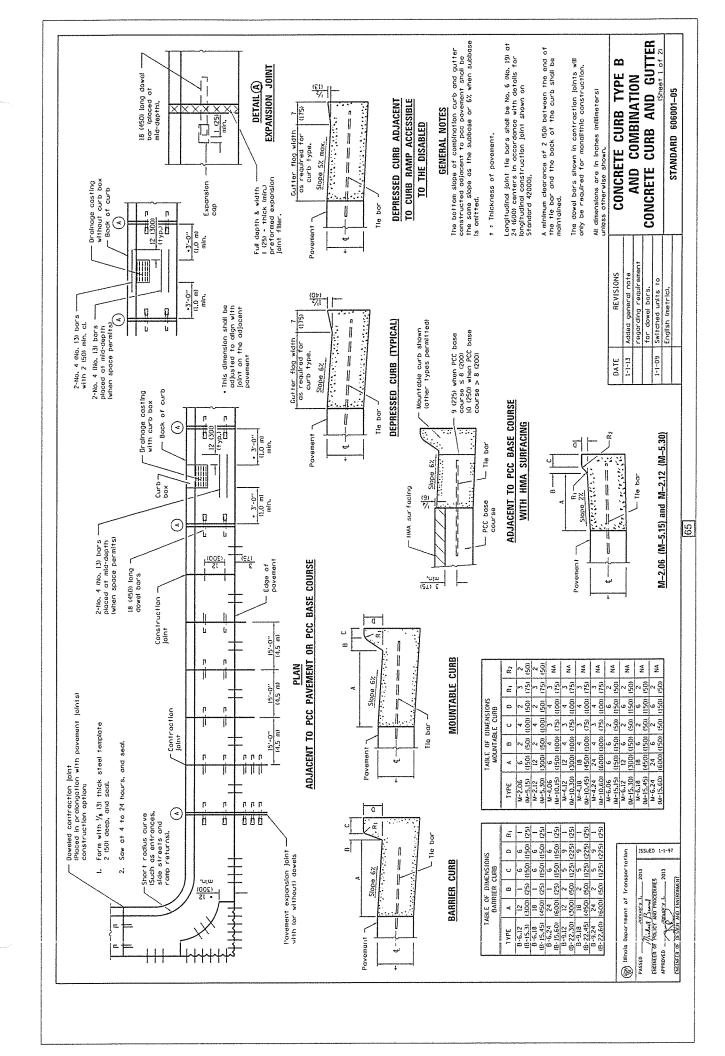
Part for the improvement known as the	;
performed by the Party of the First Part, and according to the Part agrees with said Party of The First Part, at his/their own in accordance with the specifications contained in said pro	ments and agreements mentioned in the proposal hereto attached, to be made and the terms expressed in the bond referring to these presents, the Party of The Second approper cost and expense to furnish and deliver all the work, materials and supplies posal, and in full compliance with all the terms of this agreement, for the amount
are component parts of this contract and shall be deemed a	to bidders, proposal, bid, specifications, performance bond and maintenance bond part hereof. It is also understood and agreed that the contractor shall not assign, right to execute it, or his right, title or interest in or to it or any part thereof, unless by of Peoria shall first be obtained thereto.
Peoria, that, for a period of one (1) year following completic employee or official who was involved, directly or indirectly for performance of this contract; (2) coordinating the efforts or (3) monitoring or determining the performance of the SEI that, upon the City's determination that a violation of this p include one or more of the following: (1) cancellation of an disqualification of the SERVICE PROVIDER from bidding	CONTRACTOR: CE PROVIDER") agrees, as a condition of accepting this contract with the City of on of this contract, it shall be prohibited from hiring, directly or indirectly, any City y in: (1) the selection and/or recommendation to select the SERVICE PROVIDER of the SERVICE PROVIDER in the consummation or completion of this contract; RVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees provision has occurred, the penalty imposed, at the sole discretion of the City, may y other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) g or being awarded future contracts with the City of Peoria for a period of two [2] of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).
IN WITNESS WHEREOF, the said parties have executed THE CITY OF PEORIA	these presents on the date above mentioned. PARTY OF THE SECOND PART
BY:City Manager	(name of individual, firm, or corporation)
ATTEST:City Clerk	BY:
EXAMINED AND APPROVED:	(seal) (seal)
Corporation Counsel	Partners doing business under the firm name of(seal) (Party of the second part) (If an Individual) (seal)
	(Party of the second part)

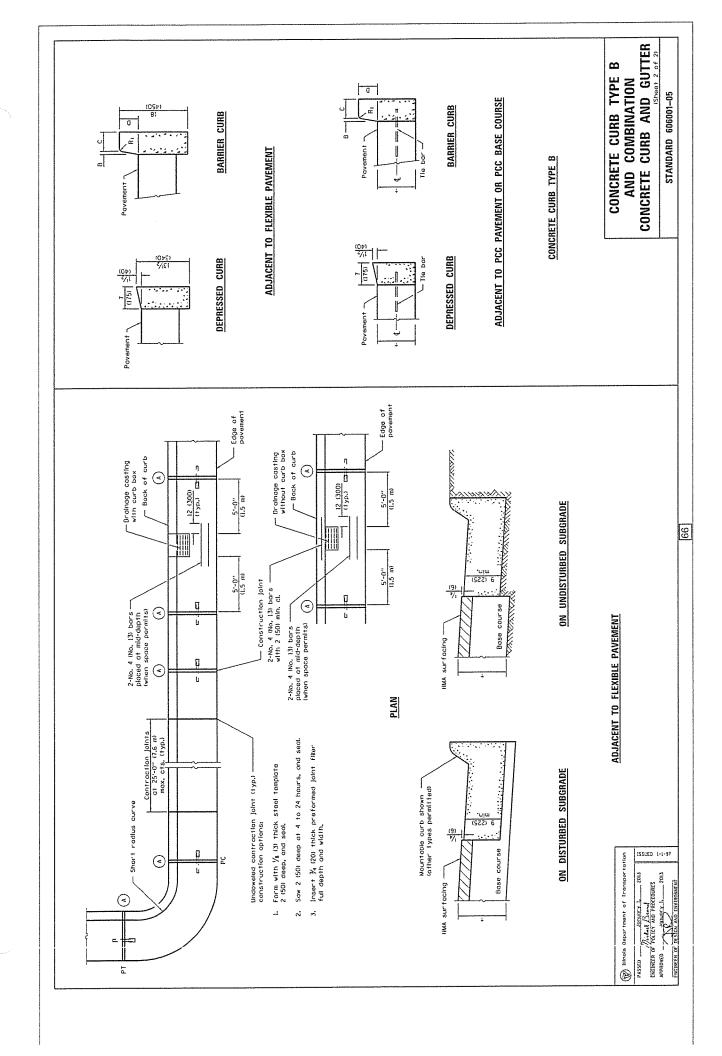


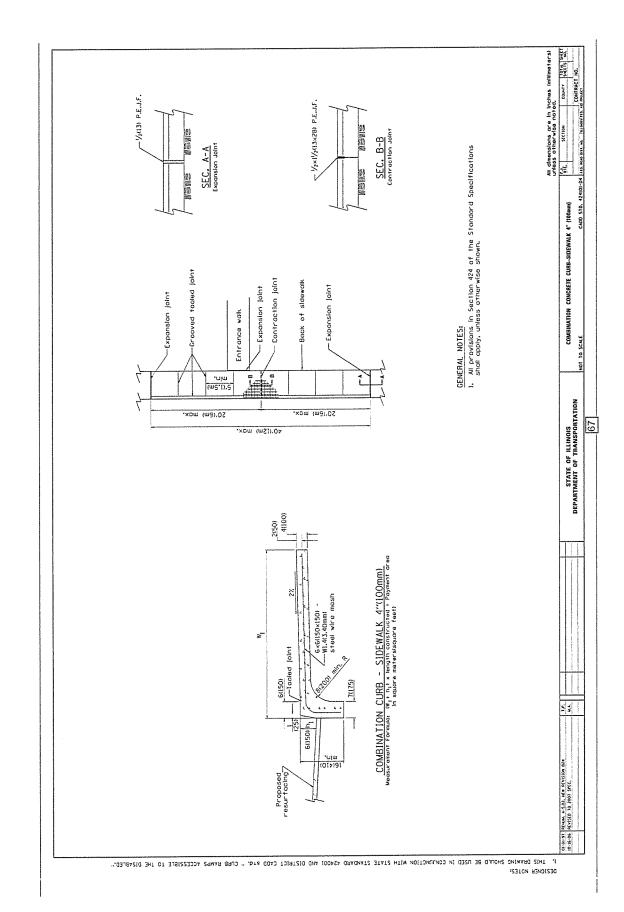


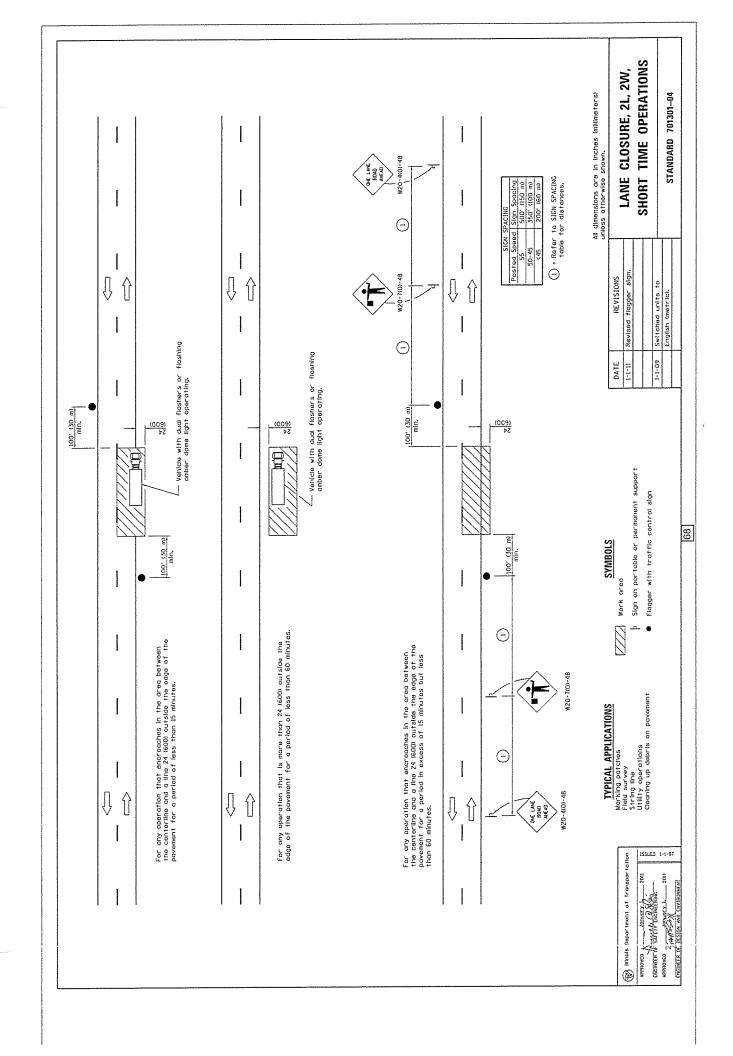


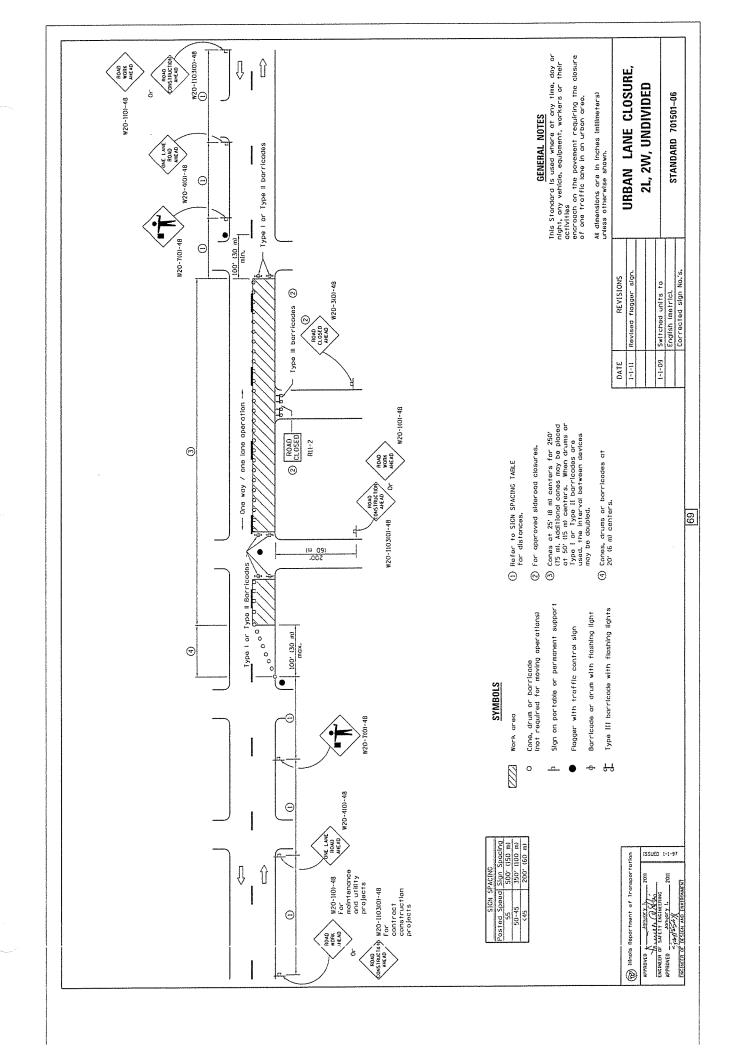


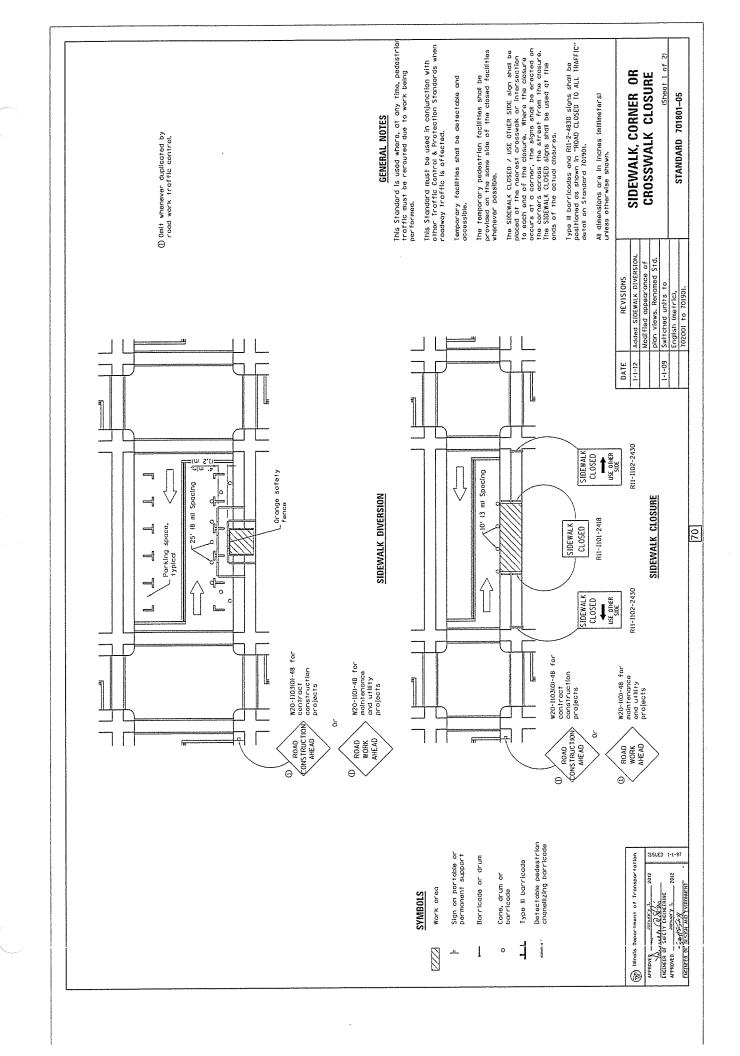


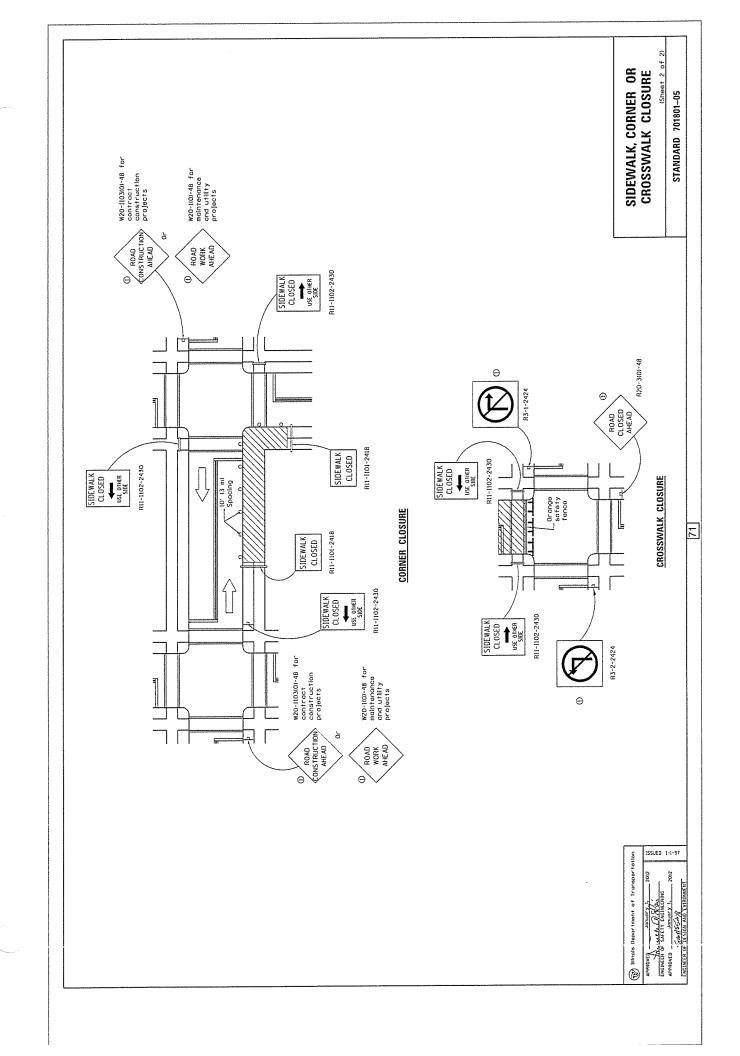


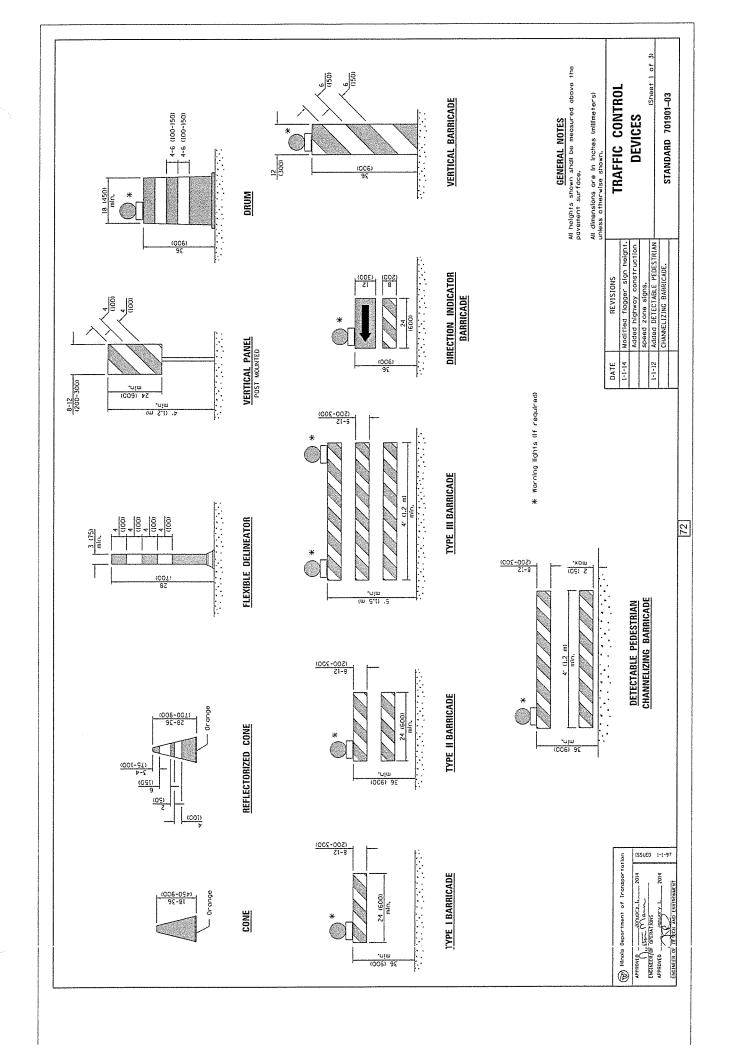


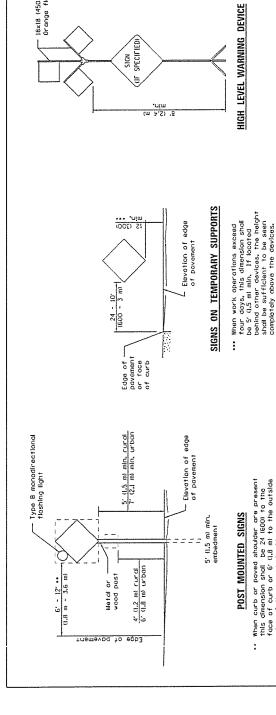






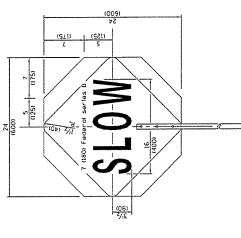


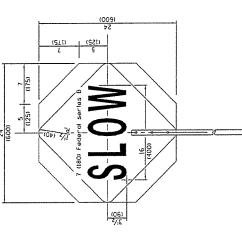




POST MOUNTED SIGNS

•• When curb or poved shoulder are present this dimension shall be 24 (600) to the face of curb or 6′ (1,8 mm to the outside edge of the paved shoulder.





15)

FLAGGER TRAFFIC CONTROL SIGN

REVERSE SIDE

FRONT SIDE

(E) Hitnels Department of Transportation

APPROVED JOINGY 1, 2014
ENGINEER/OF OPERATIONS APPROVED JOHN AND ENVIRONMENT

END CONSTRUCTION ROAD CONSTRUCTION NEXT X MILES

This (450x450) Orange flags

620-20101-6024 620-1101-6036

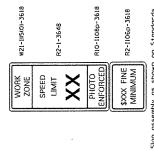
ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits. This signing is required for all projects 2 miles (3200 m) or more in length.

SPECIFIED

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



Sign assembly as shown on Standards or as allowed by District Operations.

620-1103(0)-3660 WORK ZONE SPEED LIMIT END

This sign shall be used when the obove sign assembly is used.

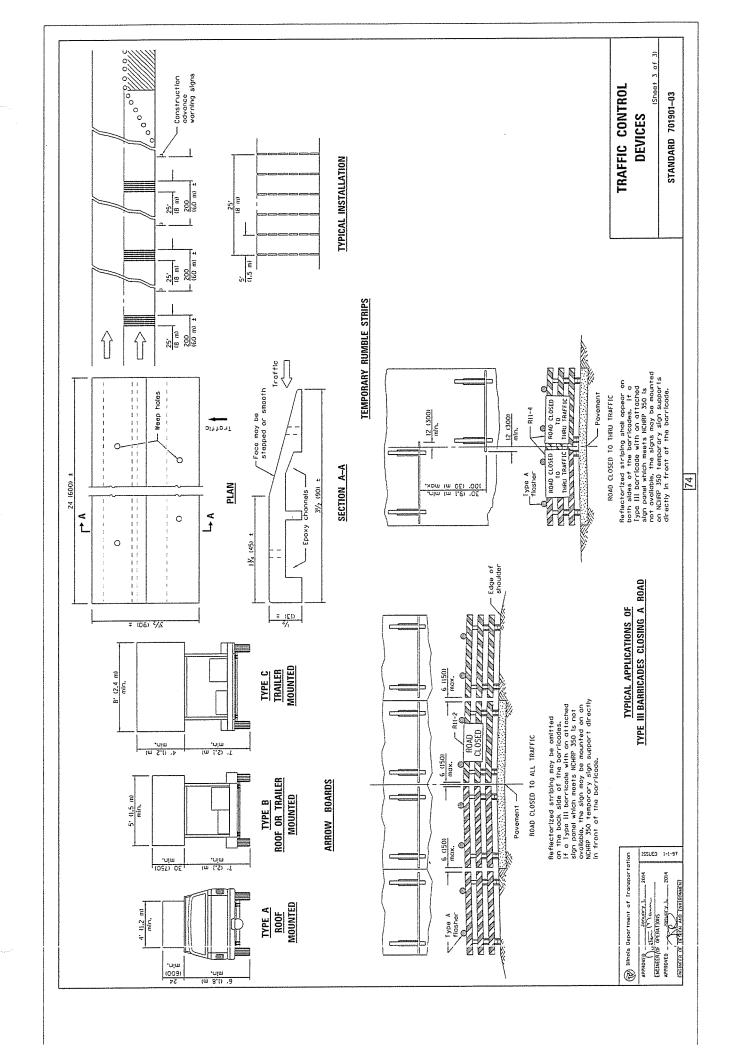
HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

TRAFFIC CONTROL DEVICES

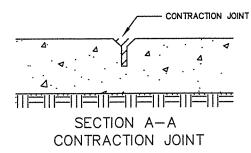
STANDARD 701901-03

(Sheet 2 of 3)

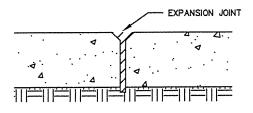
73



1/2" \times 1-1/2" JOINT SHALL BE TOOLED AND SAWED TO A DEPTH OF 1-1/2" AND A BEAD OF ONE PART SELF LEVELING URETHANE SEALANT INSTALLED TO LEVEL OF SURFACE.



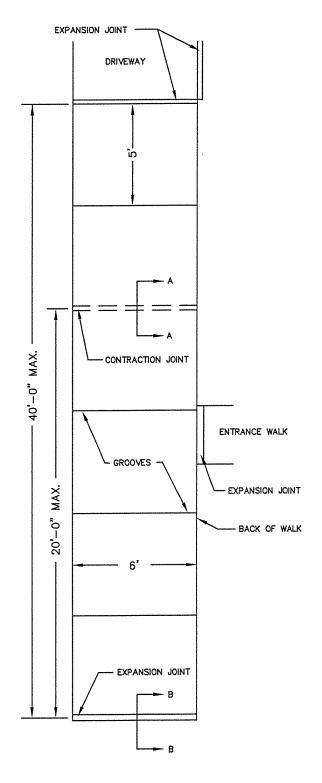
1/2" THICK PREFORMED JOINT FILLER SHALL BE INSTALLED 1/2" BELOW SURFACE OF SIDE WALK AND A BEAD OF ONE PART SELF LEVELING URETHANE SEALANT INSTALLED TO LEVEL OF SURFACE.



SECTION B-B EXPANSION JOINT

NOTES:

 CONTRACTION JOINTS SHALL BE SPACED SO THAT THE DISTANCE TO EXPANSION JOINTS ON EITHER SIDE SHALL NOT EXCEED 20 FEET. MAXIMUM DISTANCE BETWEEN EXPANSION JOINTS SHALL NOT EXCEED 40 FEET.



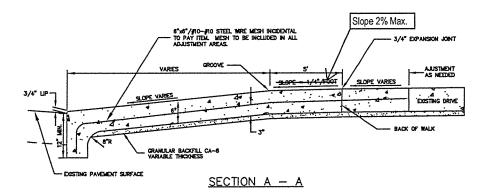
CONTRACTION AND EXPANSION JOINT DETAIL
P.C.C. SIDEWALK, 4"

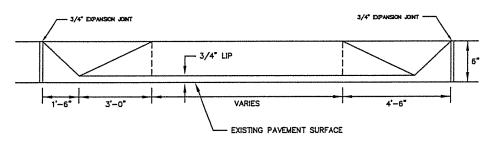
CITY OF PEORIA PUBLIC WORKS DEPT. — ENGINEERING DIV. DESIGN SECTION

P.C.C. SIDEWALK, 4" — JOINT DETAIL

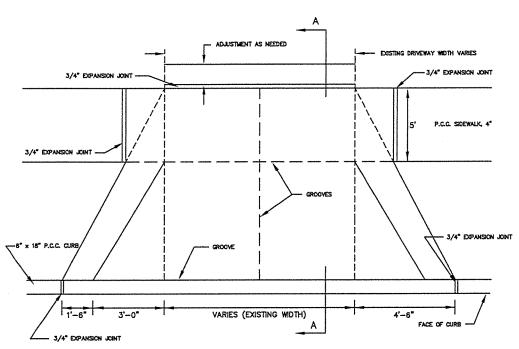
DRAWN BY: BY:

DATE: REVISED:





CURB LINE PROFILE



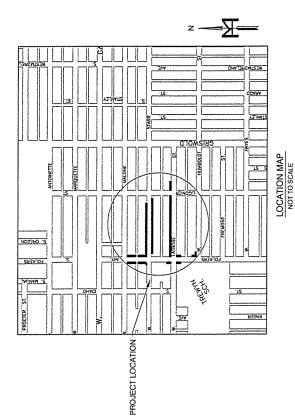
P.C.C. DRIVEWAY PAVEMENT, 6" ADJACENT TO PROPERTY LINE SIDEWALK

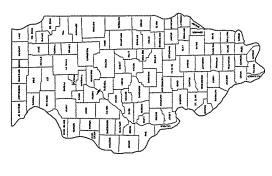
PUBLIC WORKS DEPT. - ENGINEERING DIV. DESIGN SECTION P.C.C. DRIVEWAY PAVMENT DRAWN BY: DATE: REVISED:

DEPARTMENT OF PUBLIC WORKS PLANS FOR PROPOSED CITY OF PEORIA

LATROBE ST. BETWEEN FOLKERS AVE. AND LIGONIER ST. STARR ST. BETWEEN FOLKERS AVE. AND LIGONIER ST. SIDEWALKS IN NEED OF REPAIR 2015 FOLKERS AVE. BETWEEN MALONE ST. AND STARR ST.

PEORIA





LOCATION OF PROPOSED IMPROVEMENT

INDEX OF SHEETS COVER SHEET

SCHEDULES AND SUMMARY OF QUANTITIES

PLAN VIEWS

INTERSECTION DETAILS

8-11 3.7

KENT KOWALSKE PHONE: (309 264:5575) FAX: (309 693:4664)

AMEREN CILCO GAS 8420 IL UNIVERSITY AVE. PEOR A, IL 81614

UTILITY COMPANIES

AMEREN CILCO ELEC'RIC 842011. UNIVERSITY AVE. PEOR A, IL 81814

JOHN OFLAHERTY PHONE: (309-686-2911) FAX: (309-686-2911)

AMERITECH - SBC TELEPHONE 2315 II, KNOXVILLE AVE. PEOR A, IL 61604

BRUCE VONBRETHORST PHONE: (309-866-2677) FAX: (309-885-8828)

COMCAST CORP. CABU! AND TELEPHONE 3517 I'RIES LANE PEOR A, IL 61604

CHRISTIAN VOLZ PHONE: (300-566-4114) FAX: (309-673-8495)

AL HOWERTER PHONE: (309-272-4642) FAX: (309-637-6814)

GREATER PEORIA SANITARY DISTRICT 2322 S. DANST ST. PEOR'A, IL 81602 KLINCIS AMERICAN WATER CO. 7500 II. HARKER DRIVE PECRIA, IL 61602

MOHR & KERR ENGINEERING & LAND SURVEYING, P.C. 77384 University Ave. Olitect, 1309 042-850. Peocle, Illinois otiot4 Protessional Design Film #184.05501

CALL JULIE 1-800-892-0123 48 HOURS BEFORE YOU DIG EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS

THABER RETAINING WALL
QUANTITY <u>latrone (t.</u> Ramp (ni v corner latrose and Hgonier)

	CURB SCHEDULE		
	Sign	CONCRETE	INCIDENTAL HOT-MIX
	REMOVAL	CURB, TYPE B	(SPECIAL)
LOCATION	(41)	(FI)	(SF)
FORKERSAVE			
RANS (SW.CORNER MALDNE AND FOLKERS)	22	Ē	æ
RANP (SE CORNER MALORE AND FOLKERS)	æ	20	: #
RAMP (NW CORNER STARR AND FOLKERS)	×	7	*
RAMP (NIV CORNER LATROBE AND FOLKERS)	0	25	~
RAMP (NE CORUGE LATROSE AND FOLKERS)	۰	z	. 25
RANT (SWC DRNER LATROBE AND FOLKERS)	0	27	4
RANP (SE CC-RNER LAYROBE AND FOLKERS)	0	я	2
rang [re c. 1rner Latrobe and Humboldt]	0	z	I
AIROBEST			
HOUSE #272% DRIVE TO HOUSE #2719 DRIVE	22	22	*
KAMP (NW CORNER LATROBE AND HIGORIER)	77	æ	и
PROJECT TO: A15	56	234	37 0%

EARTH EXCAVATION

REMOVALAND BOOSSALGE UNSUITABLE MATERIAS
SUBBASE GRANGULAR ANGERIAL, TYPE B.

P. C. CORNEWAY ANGERIAL, TYPE A. G.

P. C. C. ORNEWAY ANGERIAL, G.

P. C. C. ORNEWAY ANGERIAL GRANGAL

CHEBRICONAL

CONGEST CASS. TYPE B.

CONCEST SIDEWALK GRANGAL

CONGEST CASS. TYPE B.

CONCEST SIDEWALK GRANGUL

CONCEST SIDEWALK GRANGUL

PORTOSTAL ANGERIAL GRANGUL

CONCEST SIDEWALK GRANGUL

PORTOSTAL ANGERIAL GRANGUL

CONCEST SIDEWALK GRANGUL

PORTOSTAL ANGERIAL GRANGUL

CONCEST SIDEWALK GRANGUL

PORTOSTAL GRANGUL

CONCEST SIDEWALK GRANGUL

PORTOSTAL GRANGUL

THE TOTAL G

SUMMARY OF QUANTITIES

<u>ocation</u>				
OCATION	DRIVEWAY	*	P.C.C.	
LOCATION	REMOVAL	<u>.</u> .	PAVEMENT, 6	٠.
	(3.7.)		(5.7.)	. !
STARR ST. INC. RTH SIDE)				
HOUSE # 2501	23	2,4	74	3.5
HOUSE #2715	4		97	
HOUSE #2711	22		2	
\$TA90 \$7, 150 ¿711 \$10£)				
ROUSE #2814	1	S.Y.		2
HOUSE #2810	22		2	
HOUSE #2804	16		19	
HOUSE #2718	,		61	
HOUSE #2712	4		17	
NOUSE #2708	s		a	
LATROBE ST. (HORTH SIDE)				
HOUSE #2813	9	5.Y.	92	5.7.
HOUSE #2807	11		51	
HOUSE #2803	,		2	
HOUSE #2803	٥		я	
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	EYING, P.C.	
***************************************	MOHR & KERR ENGINEERING & LAND SURVEYING, P.C. 5501 Nt Propertional, Suite 68 Office, 1939) 622-6301 Parties (1918) 1929-630	
	INEERING & Office: (30 Fax: (30	
	MOHR & KERR ENGIN 5901 N. Prospect Road, Suite 68 Pecria, Winote 61614	
	MOHR & KERR 5901 N. Prospect Road Pecria, Illinois 61614	

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N.E.	CITY OF PEORIA SIDEWALKS IN NEED OF REPAIR PROGRAM	2015
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SUBERT 2 OF 11	2
SCHEDULES AND SUMMARY OF QUANTITIES	

