

City of Peoria, Illinois
Wilhelm Road Bridge Channel Stabilization
SWU Capital Improvement Project O2302

Addendum Number 3

March 25, 2025

The Specifications, Plans, Material Quantities, and Contract Proposal signed by the City Engineer on February 25, 2025 are modified by this addendum and shall be acknowledged in Article 3 of the Proposal.

SPEC. SECTION and/or PLAN SHEET(s)	DESCRIPTION
Proposal Bid Form, Article 5	Remove Tree Removal Pay Items. This work has been completed by others before the April 1 deadline. A revised proposal form is attached to and included with this addendum.
Special Provisions	Remove the Tree Removal special provision.
Special Provisions	Clearing & Grubbing: This work shall include removal of stumps left by the tree removal work done by others.
Special Provisions	<p>Control of Water: To assist bidders estimate the need for bypass pumping to allow work to be performed, bidders can refer to stream gauge data that is published by the USGS. There are no stream gauges within Stone Creek. We have found stream flow data for a similar stream within the region. The following link is for the Fondulac Creek stream gauge in East Peoria.</p> <p>https://waterdata.usgs.gov/monitoring-location/05561500/#dataTypeld=continuous-00060-0&period=P7D&showMedian=true</p> <p>The watershed area upstream of the Fondulac Creek gauge is 5.3 square miles. By comparison, the watershed area of Stone Creek upstream of the bridge is 3.8 square miles. Attached to and included with this addendum is an image of the Fondulac stream flow data.</p>

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PROPOSAL BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>March 17, 2025</u>
<u>2</u>	<u>March 19, 2025</u>
<u>3</u>	<u>March 25, 2025</u>

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

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

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding

Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

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

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more

- Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. The undersigned certifies that it is not delinquent in the payment of any indebtedness, tax, fee or fine owed to the City of Peoria, or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Sec. 10-109 of the Peoria City Code and 65 ILCS 5/11-42.1-1.
 - F. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the City of Peoria, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it has not been barred from bidding by the Federal, State or local governments and has not been suspended or debarred from receiving federal funding.
 - G. EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR, (hereinafter referred to as “SERVICE PROVIDER”) agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City’s determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). This provision does not apply to any City employee involved in the 2018-2019 reduction in force, furlough or early retirement incentive offered by the city within 2018-2019. This shall not apply to any city employee involved in the 2020-2021 reduction in force, furlough or early retirement incentive offered by the city within 2020-2021.
 - H. Each Bidder must be prequalified with the Illinois Department of Transportation to perform the type of construction work necessary for the project. Bidders shall include a copy of their Illinois Department of Transportation “Certificate of Eligibility” with their bid.
 - I. To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria, must be registered in the City of Peoria’s Contract Compliance Program and have a

current EEO Certification Number. This program is unrelated to any State and Federal program.

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

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

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

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

EEO CERTIFICATION* (Check one):

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

Certificate of Compliance Number: _____

ARTICLE 5 – BASIS OF BID

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

Item	Description	Quantity	Unit	Unit Price	Amount
1	Tree Removal (6 to 15 Units Diameter)	44	Unit		
2	Tree Removal (Over 15 Units Diameter)	84	Unit		
3	Channel Excavation	1,350	Cu. Yd.		
4	Furnished Excavation	410	Cu. Yd.		
5	Topsoil Furnish and Place, 4"	2,520	Sq. Yd.		
6	Seeding, Class 4	0.50	Acre		
7	Mulch, Method 2	0.25	Acre		
8	Erosion Control Blanket	1,381	Sq. Yd.		
9	Temporary Erosion Control Seeding	100	Pound		

City of Peoria
 Wilhelm Road Bridge – Channel Stabilization
 PROPOSAL DOCUMENTS

Item	Description	Quantity	Unit	Unit Price	Amount
10	Temporary Ditch Checks	40	Foot		
11	Perimeter Erosion Barrier	366	Foot		
12	Inlet and Pipe Protection	2	Each		
13	Stone Riprap, Class A1	37	Sq. Yd.		
14	Stone Riprap, Class A5	1,672	Sq. Yd.		
15	Filter Fabric	1,709	Sq. Yd.		
16	Precast Block Revetment Mat	178	Sq. Yd.		
17	Precast Reinf. Concrete FES, 15"	2	Each		
18	Storm Sewers, Class A, Type 1, 15"	11	Foot		
19	Storm Sewer Removal 15"	10	Foot		
20	Remove and Re-erect Steel Plate Beam Guardrail, Type A	25	Foot		
21	Mobilization	1	L Sum		
22	Stabilized Construction Entrance	620	Sq. Yd.		
23	Construction Layout	1	L Sum		
24	Clearing and Grubbing	1	L Sum		
25	Traffic Control and Protection, (Special)	1	L Sum		
26	Channel Drop Structure	2	Each		
27	Control of Water	1	L Sum		
28	Trainees Training Program Graduate	0	Hours		
Total Base Bid Amount					

in writing _____

5.02 Subcontracting

- Items identified with an asterisk in the above table are classified as Specialty Items with respect to contracting requirements of Section 108.01 of the Illinois Department of Transportation - Standard Specifications for Road and Bridge Construction, Latest Edition. The Contractor shall perform not less than 50 percent of the total contract cost less the Specialty Items.
- Bidder shall list all Subcontractors on the City of Peoria Subcontractor Utilization Statement form included with this Proposal. The list shall include all Subcontractors, the dollar value of their work, percentage of the total proposal, and the scope of the work they will provide. Specialty Item work shall be clearly identified on the Subcontractor Utilization Statement.
- Specialty Items have no impact on the EEO goals for MBE and WBE participation. The EEO goals are a percentage of the Total Bid Amount.

- 5.03 Bidder has received the Excel file of the bid items provided by the City. The Excel file is provided as a convenience for the bidder, but the Bid Sheet in the formal bid package shall control. Bidder shall be responsible for providing a fully responsive bid and hereby waives any responsibility of the City for any discrepancies in the Excel file. The bid items and quantities above are the official Bid items for the project. The Bid Total shall be written on the form above.

Signature

Date

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

ARTICLE 8 – BID SUBMITTAL

BIDDER:

By:

[Signature]

[Printed name]

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

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)
