

SUBMITTED BY:

Corrective Asphalt Materials, LLC
CONTRACTOR'S NAME

P.O. Box 87129
CONTRACTOR'S ADDRESS

South Roxana, IL 62087
CITY, STATE, ZIP

STATE OF ILLINOIS
CITY OF PEORIA
COUNTY OF PEORIA

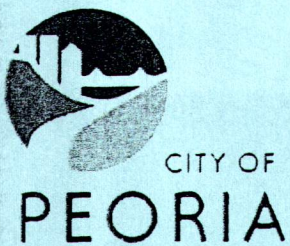
SPECIFICATIONS, PLANS, MATERIAL
QUANTITIES AND CONTRACT PROPOSAL

FOR THE

CRF CONTRACT - 2015

City Project No.: 401-PB1508

TO BE CONSTRUCTED UNDER THE PROVISIONS OF
THE CITY OF PEORIA



BID OPENING: Tuesday, June 30, 2015 at 11:00 AM
CONTRACT AWARD BY COUNCIL JULY 14, 2015 #15-230

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

**CITY OF PEORIA
CONTRACT**

This agreement, made and entered into this 30th day of July, 2015, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and CORRECTIVE ASPHALT MATERIALS LLC, Party of The Second Part for the improvement known as the CRF CONTRACT - 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 TWO HUNDRED TWENTY SEVEN THOUSAND EIGHTY AND 10/100 DOLLARS (\$227,080.10).

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

EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:

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

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

THE CITY OF PEORIA

BY: Donald P. Leist
City Manager

Patrick Mich

ATTEST: Beth Ball
City Clerk

PARTY OF THE SECOND PART

Corrective Asphalt Materials, LLC

(name of individual, firm or corporation)

BY: Anthony J. Witte
(member of firm or officer of corporation)

Anthony J. Witte, P.E., CEO

(If a Co-Partnership)

_____ (seal)

_____ (seal)

EXAMINED AND APPROVED:

Donald P. Leist
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)

BOND #ILC64815
CITY OF PEORIA
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That I/we CORRECTIVE ASPHALT MATERIALS, LLC,
an individual, of N/A

a co-partnership, of N/A

a corporation organized under the laws of the State of Illinois

as Principal, and Merchants Bonding Company

a corporation organized and existing under the laws of the State of Iowa with
authority to do business in the State of Illinois, as Surety, are held and firmly bound unto the City of

Peoria, Peoria County, State of Illinois, in the penal sum of TWO HUNDRED TWENTY SEVEN THOUSAND EIGHTY AND 10/100 DOLLARS (\$227,080.10) lawful money of the United States, well and truly to be paid unto said City of Peoria for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATIONS IS SUCH that whereas, the said Principal

has entered into a contract with the City of Peoria for CRF CONTRACT - 2015

in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof as if fully set forth herein;

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

IN WITNESS WHEREOF, we have duly executed the foregoing Obligation this 30th day of
July, 2015.

FOR THE CITY OF PEORIA

EXAMINED AND APPROVED:

Donald B. Leist
Corporation Counsel

Corrective Asphalt Materials, LLC
Principal

Merchants Bonding Company

Kim Connell
Sureties
Kim Connell, Attorney-In-Fact

State of Missouri
County of Jefferson

On this 30th day of July, 2015, before me personally appeared

Kim Connell to me known to be an Attorney-in-Fact of
Merchants Bonding Company the corporation described in the

within instrument, and he acknowledged that he executed the within instrument as the act of the said Company in accordance with authority duly conferred upon him by said Company.



Judith A. Mitchell
Notary Public

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Brandi Bullock; Christopher J O'Hagan; Don K Ardolino; Kim Connell

of St Louis and State of Missouri their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO MILLION (\$2,000,000.00) DOLLARS

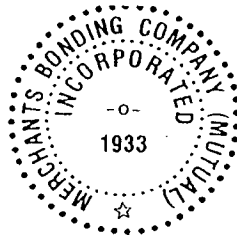
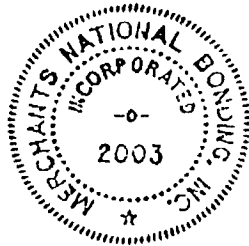
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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 fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of October, 2014.



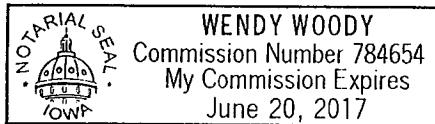
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 6th day of October, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



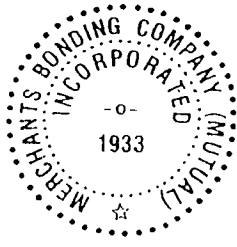
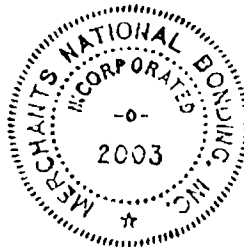
Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of July, 2015.



William Warner Jr.
Secretary

STATE OF ILLINOIS
CITY OF PEORIA

**PROPOSAL
TO THE CITY OF PEORIA:**

1. Proposal of Corrective Asphalt Materials, LLC, P.O. Box 87129, South Roxana, IL 62087

i. (Name and Address of Bidder)

for the improvement designated in Paragraph 2 below consists of the application of pavement rejuvenating agents to bituminous asphaltic concrete surface courses. The application to be used is 'CRF Maltene-Based Restorative Seal'. This work shall be done at locations listed and in accordance with the specifications included in this document, the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2012 and as directed by the City Engineer. It will be the responsibility of the Contractor to sweep the streets both before the rejuvenator is applied and after the sand is placed. The Contractor shall furnish all materials, including sand, and provide all traffic control. The swept sand will be hauled to the City property on Darst Street or as directed by the City. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.

2. The specifications for the proposed improvement are those prepared by the City of Peoria Engineering Department, which specifications are designated as **CRF CONTRACT - 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 they will comply with the applicable provisions of Division 100, General Requirements and Covenants.

5. The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Cancellation notice will be written and delivered by certified mail to contractor's address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City Manager, and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance section 10-102. The contractor will not be liable to perform if situations arise by reason of strikes, acts of god or the public enemy, acts of the City, fires, or floods.

6. In case of default by the contractor, the City will procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred.

7. Accompanying this proposal is a bid bond, certified check, or cashier's check complying with the requirements of the Specifications, made payable to the City Treasurer of the City of Peoria, Illinois. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the check shall be forfeited to the awarding authority.

The amount of the check or draft is \$.

Attach Cashier's Check or Certified Check Here

8. ~~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.~~
9. Unit costs must be clearly identified for each component requested by the contract document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. Each pay item should have a unit price, a bid will be declared unacceptable if a unit price is not shown. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his/her authorized Representative.
10. The city is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Proposer must show the amount of tax included in the unit price.
11. The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of chapter 775 of the Illinois compiled Statues 5/2-105 on sexual Harassment policies.
12. With the execution of this BID, the Proposer is certifying to the non-collusion in the preparation and submittal. The Response must be properly executed by the Proposers or the response will not be considered for selection.
13. The successful vendor agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified herein.
14. The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.
15. Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Bidders."

16. This contract will be governed by the laws of the State of Illinois.
17. "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performances of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the City written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors."

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

18. 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.

19. 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.*

20. 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
eoo@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.illinoispay.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 renewing or applying for an EEO Certification Number. Employer Report Form CC-1 is completed and enclosed.

We have a current EEO Certification Number on file with the City.
Our EEO Certification Number: 03305-150930

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

CRF LOCATION LIST

STREET NAME	FROM	TO	AREA SY
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DISTRICT 1

W Garden St	Laramie St	Tyng St	32,694
W Antoinette	Laramie St	Olive St	26,557
W Marquette Ave	Idaho	Western	15,410

DISTRICT 1 TOTAL: 74,662

DISTRICT 2

N Bigelow St	Dead End Past Hanssler Pl	Nebraska Ave	13,556
W Corrington Ave	Knoxville Ave	Dead End Past Sheridan Rd	12,263
W Hudson St	Sheridan Rd	University St	9,220

DISTRICT 2 TOTAL: 35,040

DISTRICT 3

N Peoria Ave	Forest Hill	Pennsylvania Ave	23,488
Delaware St	Nebraska Ave	Kinsey St	4,393
Greenway Pl	Lynwood Pl	Stratford Dr	3,964
N California St	Pennsylvania Ave	Frye Ave	13,160

DISTRICT 3 TOTAL: 45,007

DISTRICT 4

None

DISTRICT 4 TOTAL: 0

DISTRICT 5

W Forrest Lawn Ave	Detweiler Dr	Knoxville Ave	3,070
W Detweiler	Knoxville Ave	end City maintenance	16,900

DISTRICT 5 TOTAL: 19,970

PROJECT TOTAL: 174,677

BID FOR CRF CONTRACT 2015

Item#	Item Description	Bid Quantity	Unit	Unit Cost	Item Total
1	CRF MALTENE BASED RESTORATIVE SEAL	174,677	SY	\$1.30	\$227,080.10
				TOTAL BID:	\$227,080.10

SIGNATURE PAGE

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name Corrective Asphalt Materials, LLC

Signed by 

President
Anthony J. Witte, Jr.

Business Address P.O. Box 87129
South Roxana, IL 62087

Insert Names Anthony J. Witte, CEO, 916 Gastorf Place, Florissant, MO 63031
and Addresses Anthony J. Witte, Jr., 453 Flowering Magnolia, O'Fallon, MO 63366
of all partners: Marc Taillon, VP., 1220 Madison Avenue, Edwardsville, IL 62025

(If a corporation)

Corporate Name _____

Signed by _____

Business Address _____

Insert Names
of Officers:

President

Secretary

Treasurer

Attest: _____
Secretary



CITY OF PEORIA SUB-CONTRACTOR UTILIZATION STATEMENT

Section I (select all that apply)

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

Section II: Prime Contractor

Project

Name: Corrective Asphalt Materials, LLC Name: CRF Contract - 2015
 Address: P.O. Box 87129, South Roxana, IL 62087 Total Contract Value: \$227,080.10
 Phone: 618-254-3855
 Contact Person: Jack Witte
 Email: jack@cammidwest.com
 Ownership Status: MBE WBE M/WBE Non-M/WBE

Section III: Selected Subcontractors

Subcontractor Name	MBE, WBE or Non M/WBE	Amount	% of Total Contract	Scope of Work
Contractors Municipal Sweeping	Non M/WBE	\$10,000	4%	Street Sweeping
TOTALS				

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

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

Subcontractor Name	Scope of Work Bid	Denial Reason

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

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

For Office Use Only
 Reviewed by _____

Section V: Subcontractors Contacted (M/WBE Only)

Subcontractor Name	Method of Contact	Contact Outcome

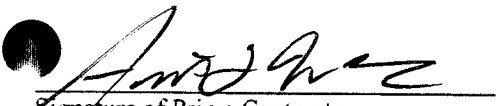
**If more than six firms were contacted, please copy the form and attach the additional information*

Section IV

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

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

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


 Signature of Prime Contractor
 Anthony J. Witte, Jr., President

6/23/2015
 Date

Office Use Only
 Reviewed by: _____

Org.: May 2008
 Revised: Feb. 2011



CITY OF PEORIA
M/WBE PARTICIPATION WAIVER REQUEST

PRIME CONTRACTOR

PROJECT

Name: Corrective Asphalt Materials, LLC
Address: P.O. Box 87129, South Roxana, IL 62087
Phone: 618-254-3855
Contact Person: Jack Witte

Name: CRF Contract - 2015

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

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

SIGNED: [Signature]
(Company Official)
Anthony J. Witte Jr., President

DATE: 6/23/2015

FOR OFFICE USE ONLY

[] APPROVED [] DISAPPROVED

REVIEWED BY _____ DATE _____

June 23, 2015

City of Peoria, IL
Attn: Mr. Scott D. Reeise, P.E. City Engineer

RE: Specifications, Plans, Material Quantities and Contract Proposal for the CRF Contract – 2015, City Project No.: 401-PB1508, Page 14, M/WBE Participation Waiver Request, Line Item 3

Mr. Reeise,

In response to the aforementioned Line Item 3 “The award of subcontractor(s) is impracticable.” I offer the following information.

Corrective Asphalt Materials, LLC has an agreement with TRICOR Refinery, patent owner of Reclamite and CRF, to manufacture the final Reclamite Preservative Seal emulsion and CRF Restorative Seal emulsion and to apply and distribute in the states of Illinois, Missouri, Arkansas, Alabama, Iowa and Mississippi.

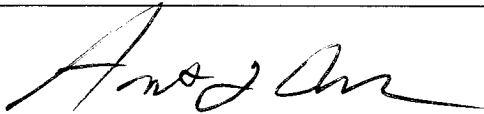
Based on the aforementioned agreement, Corrective Asphalt Materials is the sole distributor in Illinois of TRICOR Refinery’s Reclamite and CRF, of which the Reclamite Preservative Seal emulsion and CRF Restorative Seal emulsion is made.

And, according to TRICOR Refining’s own website distributor information, this is the case.

In addition, there are technical aspects of the application process that requires engineering oversight, extensively trained personnel, and customized application equipment that must have the standards and approval of TRICOR.

Due to the proprietary nature of both products, conforming to the application process of TRICOR and to maintain the necessary quality control for this project, it is impractical to subcontract any aspect of the application process.

Best regards,



Jack Witte, President
CEO Corrective Asphalt Materials, LLC
Off 618-254-3855
Cell 618-409-3629

PROPOSAL BID BOND



CITY OF PEORIA

RETURN WITH BID

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

WE Corrective Asphalt Materials, LLC

as PRINCIPAL, an Merchants Bonding Company
2100 Fleur Drive, Des Moines, IA 50321-1158 as SURETY,

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 30th day of June A.D. 2015

Principal

Corrective Asphalt Materials, LLC

(Company Name)

By: [Signature] (Signature and Title)

(Company Name)

By: [Signature] (Signature and Title)

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

Surety

Merchants Bonding Company

(Name of Surety)

By: [Signature]

Brandi Bullock, Attorney-in-Fact

STATE OF ILLINOIS,
COUNTY OF Madison

I, Ronda J. Poston, a Notary Public in and for said county,

do hereby certify that Anthony J. Witte & Brandi Bullock
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

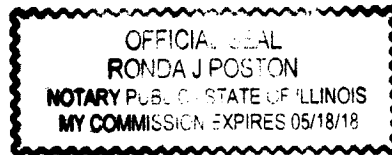
Given under my hand and notarial seal this 30th day of June A.D. 2015

NOTICE

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

My commission expires May 18, 2018

[Signature of Ronda J. Poston]
(Notary Public)



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Brandi Bullock; Christopher J O'Hagan; Don K Ardolino; Kim Connell

of St Louis and State of Missouri their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO MILLION (\$2,000,000.00) DOLLARS

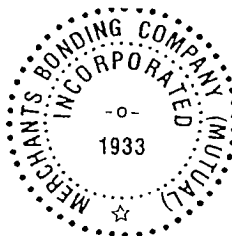
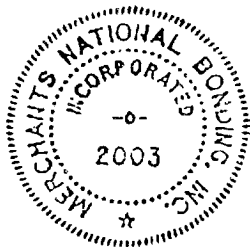
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission 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 fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of October, 2014.



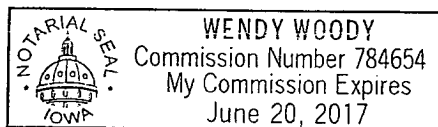
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 6th day of October, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



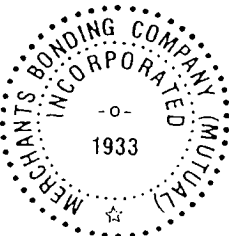
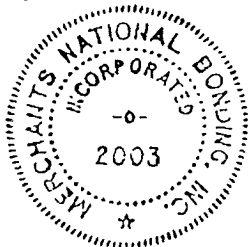
Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of June, 2015



William Warner Jr.
Secretary

CRF



Single Product for Dual Application

CRF[®] emulsion diluted with water is used as a Restorative Seal.

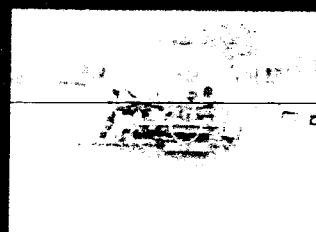
Undiluted with water, the concentrate emulsion is used as a cold pour crackfiller.

CRF[®] Restorative Seal... is applied to pavements that exhibit more moderate deterioration such as increased ravelling, loss of aggregate, brittleness, past the point where Reclamite[®], our maltene based rejuvenator would be beneficial. CRF[®] Restorative Seal remains flexible and resilient to create a "seal in depth". CRF[®] is applied in conventional surface spray applications. Drag broom or scrub seal methods can be utilized to even out and work the emulsion/sand combination into the voids and cracks. CRF[®] Restorative Seal can provide an economical alternative to conventional wear course seals.

CRF[®] Cold Pour Crackfiller... economical, safe and easy cleanup. Applied as supplied, CRF[®] is an easy to use emulsion that remains resilient through climatic changes. CRF[®] is a stable, easy to store emulsion with a long shelf life. Its handling qualities provide many uses from crack filling and spray patching applications to use as a restorative rejuvenator with infrared patching equipment.

Advantages:

- Flexible Emulsion
- Long Storage Life
- Does not Require Heat
- Resilient
- Resists Oxidation



 **TRICOR** REFINING, LLC

PRODUCERS of GOLDEN BEAR PRESERVATION PRODUCTS

CRF[®]... *single product, dual application.*



CRF[®] provides pavement rejuvenation as well as sealing the pavement surface, unlike standard asphalt emulsion that hardens and becomes brittle. CRF[®] was designed to be a corrective maintenance product that effectively repairs cracks as a "cold pour crack filler" in concentrated form and provides a pavement "restorative seal" when applied in diluted form.

CRF[®] Restorative Seal is a petroleum oil and water cationic emulsion. Unlike standard asphalt emulsion, CRF[®] does not harden or "dry out" Designed as a one component emulsion that effectively repairs cracks in concentrated form, CRF[®] provides a excellent pavement restorative seal when applied in diluted form.

CRF[®] Restorative Seal is a modern sand seal product. Sand penetrates the emulsion and adds additional binder strength. This sand/emulsion combination is kneaded by vehicular traffic to provide a long term seal.

CRF[®] Restorative Seal is superior to standard asphalt emulsions: CSS or SS emulsions. Lower in asphaltene with rejuvenator qualities, it is less receptive to oxidation. Not just designed to "coat" the surface aggregate, CRF[®] holds the sand added to it and the emulsion fills surface voids with a very flexible product.

HOW DO YOU APPLY CRF[®] RESTORATIVE SEAL?

CRF[®] Restorative Seal is diluted with water 2:1 (2 parts product to 1 part water) or 1:1. Typical cure time is 20 minutes to one hour with minimum ambient temperature of 10° C or 50°F and rising. Product stability is excellent. There is a simple procedure to determine the amount of CRF[®] Restorative Seal that a pavement can absorb by use of a test kit. The kit contains all the necessary materials and detailed instructions on test procedures to determine the quantity and rate of absorption.

There are several methods of application, which offer excellent results:

- **RESTORATIVE SEAL:** consists of distributor truck application at a predetermined rate of spread, allowed to cure and then sand is applied.
- **BROOM SEAL/ SCRUB SEAL:** application of a predetermined rate of spread by distributor truck, sand application after curing followed by a broom system to even out and work the sand into more of the open areas. With traffic's kneading action, CRF[®] will tighten up and seal the open areas.
- **SQUEEGEE SEAL:** is an excellent restorative seal method of initially filling open areas with CRF[®] by working the product into those areas with a rubber blade. A second application can be made, if required, after the first is allowed to cure. Sand and roll using a rubber-tired roller. This method will seal the surface; repair cracks and distressed sections at a low cost. **This application is also used for "high production" crack filling.**



TRICOR REFINING, LLC
Producers of GOLDEN BEAR PRESERVATION PRODUCTS

P.O. Box 5877, Bakersfield, CA 93388-5877
Phone 661.393.7110 ext. 107
www.tricorrefining.com

Your CRF[®] Distributor:

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MATERIAL SAFETY DATA SHEET

NAME OF PRODUCT CRF

FILE NUMBER: 1955

DATE REVISED: 09/08/14

SUPERCEDES: 03/14/12

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME:	CRF	HAZARDOUS MATERIALS IDENTIFICATION SYSTEM	
SYNONYMS:	PETROLEUM EMULSION	HMIS® HAZARD RATING	
PRODUCT CODES:	1955	4 - SEVERE	HEALTH 2 *
MANUFACTURER:	TRICOR REFINING, LLC	3 - SERIOUS	FLAMMABILITY 0
DIVISION:	BAKERSFIELD	2 - MODERATE	REACTIVITY 0
ADDRESS:	P.O. BOX 5877, BAKERSFIELD, CA 93388	1 - SLIGHT	
EMERGENCY PHONE:	(661) 393-7110	0 - MINIMAL	
PREPARED BY:	TRICOR REFINING, LLC HEALTH, SAFETY AND ENVIRONMENTAL DEPARTMENT		

SECTION 2: HAZARDOUS INGREDIENTS / IDENTITY INFORMATION

CHEMICAL FAMILY: PETROLEUM HYDROCARBON IN WATER EMULSION

HAZARDOUS COMPONENT(S)	CAL-OSHA PEL-TWA (8 HOUR)	ACGIH TLV TWA (8 HOUR)	OTHER LIMITS RECOMMENDED	% BY WEIGHT
Petroleum Asphalt CAS No. 8052-42-4	5 mg/m ³	0.5 mg/m ³ (As the inhalable fraction)	NIOSH REL 5 mg/m ³ (15 minute)	< 46
Heavy Naphthenic Distillate Solvent Extract CAS 64742-11-6	5 mg/m ³ for mineral oils	5 mg/m ³ (As oil mist)	None	< 31
Distillates (Petroleum), Hydrotreated Heavy Naphthenic CAS No. 64742-52-5	5 mg/m ³ for mineral oils	5 mg/m ³ (As oil mist)	None	< 29

SECTION 3: HEALTH HAZARDS IDENTIFICATION

ROUTES OF ENTRY:	EYES: Yes	SKIN: Yes	INGESTION: Yes	INHALATION: Yes
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HEALTH HAZARDS (ACUTE AND CHRONIC):

EYES: No data available.

SKIN: Prolonged skin contact may cause irritation.

INGESTION: This product is not expected to be acutely toxic by ingestion. If swallowed, do not induce vomiting. Call a physician.

INHALATION: Remove the person to fresh air if respiratory discomfort occurs.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:

Persons susceptible to dermatitis (skin rash) may aggravate their condition by skin contact with this product.

SECTION 4: EMERGENCY AND FIRST AID MEASURES

EYES: Immediately flush eyes with water for a minimum of 15 minutes. Seek medical attention immediately.

SKIN: Wash with soap and water.

INGESTION: Contact a physician immediately.

VENTILATION: If operating conditions create airborne concentrations that exceed the exposure standard, move the person to fresh air. Administer CPR if required. Provide oxygen if breathing is difficult. Seek medical attention immediately.

SECTION 5: FIRE AND EXPLOSION HAZARD DATA

FLAMMABLE LIMITS IN AIR, (% BY VOLUME) UPPER: No data available
LOWER: No data available

FLASH POINT: COC °F: Not applicable

EXTINGUISHING MEDIA: Foam, water fog, dry chemical, CO₂

SPECIAL FIRE FIGHTING PROCEDURES: None

HAZARDOUS DECOMPOSITION PRODUCTS:
Normal combustion forms carbon dioxide and water vapor, and may produce oxides of sulfur and nitrogen. Incomplete combustion can produce carbon monoxide.

SECTION 6: SPILL OR LEAK PROCEDURES

ACCIDENTAL RELEASE MEASURES: In case of spill, clean up using absorbent material such as earth or sand.

WASTE DISPOSAL METHOD: Observe Federal, State and Local regulations covering chemical waste spills.

RCRA HAZARD CLASS: This product is not a characteristic hazardous waste under RCRA. No EPA waste numbers are applicable for this product's components.

SECTION 7: HANDLING AND STORAGE

HANDLING AND STORAGE: Avoid fire, sparks or open flame. Wear appropriate personal protective equipment to ensure that this product does not contact the eyes or skin.

VENTILATION: Use adequate ventilation to keep the airborne concentrations of this material below the established exposure limits.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

RESPIRATORY PROTECTION: If operating conditions create airborne concentrations that exceed the exposure standard for mineral oil mists, the use of an approved NIOSH/OSHA respirator for organic vapors or air supplied breathing equipment is recommended.

Hydrogen Sulfide Exposure Limit:
ACGIH: (1 PPM) TLV-TWA
(5PPM) TLV-STEL
CAL-OSHA: 10PPM / (14 mg/m³ of air)– PEL
15PPM / (21 mg/m³ of air) – STEL
50PPM - ceiling

EYE PROTECTION: Wear appropriate safety glasses, goggles or face shield.

SKIN PROTECTION: Long sleeve cotton shirt and cotton pants are recommended. Wear appropriate gloves.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE:	Brown	PERCENT VOLATILE (% BY VOL.):	NA
ODOR:	Petroleum odor	EVAPORATION RATE (WATER = 1):	1
PHYSICAL STATE:	Liquid	SOLUBILITY IN WATER:	Readily dispersible
INITIAL BOILING POINT:	Greater than 100 °C (212 °F)		
VAPOR PRESSURE (mmHg):	Same as water		
VAPOR DENSITY (AIR = 1):	Same as water		
SPECIFIC GRAVITY (H ₂ O = 1):	1.0		

SECTION 10: REACTIVITY DATA

STABILITY:	Stable
CONDITIONS CONTRIBUTING TO INSTABILITY:	None
INCOMPATIBILITY (MATERIAL TO AVOID):	May react with strong oxidizers.
HAZARDOUS DECOMPOSITION OR BY-PRODUCTS:	Normal combustion forms carbon dioxide and water vapor, and may produce oxides of sulfur and nitrogen. Incomplete combustion can produce carbon monoxide.
HAZARDOUS POLYMERIZATION:	Will not occur

SECTION 11: TOXICOLOGICAL INFORMATION

CARCINOGENICITY:	ACGIH, NTP, OSHA and IARC carcinogen lists were checked for those components with CAS Registry Number(s) 8052-42-4, 64742-11-6 and 64742-52-5.
ACGIH:	Asphalt fumes (coal tar free) are designated as A4 – Not Classifiable As A Human Carcinogen.
IARC:	This product contains petroleum oils similar to ones categorized by the International Agency for Research on Cancer as causing skin cancer in laboratory animals when the oil was repeatedly applied for most of the lifetime of the animal with no effort made to remove the oil between applications. Handling instructions and precautions outlined in this MSDS should be followed when handling this product.
NTP:	This product contains no ingredients classified as carcinogens.
OSHA:	This product contains no ingredients classified as carcinogens.
CA PROP 65:	This product contains chemicals in trace quantities that are on the California Proposition 65 List.

SECTION 12: ECOLOGICAL INFORMATION

AQUATIC RELEASE: Advise authorities if product has entered or may enter watercourses or sewer drains.

SECTION 13: DISPOSAL INFORMATION

WASTE DISPOSAL METHOD: Observe Federal, State, and Local regulations covering product spills.

SECTION 14: TRANSPORT INFORMATION

U.S. DEPARTMENT OF TRANSPORTATION Not regulated as a hazardous material for transportation.

SECTION 15: REGULATORY INFORMATION

U.S. FEDERAL REGULATIONS:

TSCA (TOXIC SUBSTANCE CONTROL ACT) REGISTRY: Listed

CERCLA (COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT):

Petroleum emulsions are not a hazardous substance under CERCLA.

SARA TITLE III (SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT):

Section 302/304: Petroleum emulsions are not a hazardous chemical under 40 CFR Part 355. Petroleum emulsions are not listed as an extremely hazardous substance in 40 CFR Part 355, and are not known to contain an extremely hazardous substance in a concentration greater than one percent by weight.

Section 311/312:

Acute Health Hazard:	No
Chronic Health Hazard:	Yes
Fire Hazard:	No
Pressure Release Hazard:	No
Reactivity Hazard:	No

Section 313: This product is not known to contain any components in concentrations above *de minimus* levels that are listed as toxic in 40 CFR Part 372 pursuant to the requirements of Section 313 of SARA.

WHMIS: D2A

OSHA: 29 CFR 1910.1200 (Hazard Communication) required

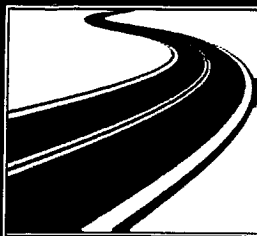
STATE REGULATIONS:

Mineral oil, petroleum extracts, heavy naphthenic distillate solvent appears on one or more of the hazardous substances lists in the following states:

MA

SECTION 16: OTHER INFORMATION

The information provided in this Material Safety Data Sheet is believed to be accurate and reliable on and as of the date on page one. **However, this Material Safety Data Sheet is not a guarantee or warranty of any kind, express or implied. Any and all warranties of merchantability and/or fitness for a particular purpose are specifically disclaimed.** It is the user's responsibility to determine the conditions under which the product is used, including the selection of engineering controls, work practices and Personal Protective Equipment to minimize hazards.



Corrective Asphalt Materials, LLC manufactures CRF® and certifies the final product will comply with the following TRICOR REFINING, LLC specifications.

**CRF® Crackfiller / Restorative Seal
Specification Sheet**

PRODUCT SPECIFICATIONS:

Test on Emulsion	Test Method	Requirements
Viscosity @ 25°C, SFS	ASTM D-244	25-150
Sieve Test, % w	ASTM D-244 (Mod) ¹	0.1 max.
Particle Charge Test	ASTM D-244	Positive
Cement Mixing Test, % w	ASTM D-244	2.0 max.
Pumping Stability	²	Pass
5-day Settlement Test, % w	ASTM D-244	5.0 max.
Residue, % w	ASTM D-244 (Mod) ³	64 min.

Test on Residue from Distillation	Test Method	Requirements
Viscosity @ 60°C, cSt	ASTM D-2170	1,000-4,000
Maltene Distribution Ratio		
$\frac{PC + A_1}{S + A_2}$ ⁴	ASTM D-2006-70	0.7-1.1
PC/S Ratio	ASTM D-2006-70	0.5 min.
Asphaltenes, %w	ASTM D-2006-70	11.0 max.

¹Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

²Pumping stability is determined by charging 450 ml of emulsion into one-liter beaker and circulating the emulsion through a gear pump (Roper 29.B22621) having 1/4" inlet and outlet. The emulsion passes if there is no significant oil separation after circulating ten minutes.

³ASTM D-244 Evaporation Test for percent of residue is modified by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cooling immediately and calculating results.

⁴In the Maltene Distribution Ratio Test by ASTM Method D2006-70:

PC = Polar Compounds, A₁ = First Acidaffins,
A₂ = Second Acidaffins, S = Saturated Hydrocarbons.

Product shall be freeze stabilized and if freezing has occurred a homogeneous mixture shall be obtained when the material has thawed and been thoroughly mixed.

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PART 1- PROPOSAL

STATE OF ILLINOIS
CITY OF PEORIA

NOTICE TO BIDDERS

1. Time and Place of Opening Bids.

Sealed proposal for the improvement described herein will be received at the Office of the City Engineer, 3505 N. Dries Lane, Peoria, Illinois, until **11:00 A.M., Tuesday, June 30, 2015**, and at that time publicly opened and read.

2. Description of Work.

- (A) Proposed improvement is officially known as the **CRF CONTRACT - 2015**.
- (B) The proposed improvement consists of the application of pavement rejuvenating agents to bituminous asphaltic concrete surface courses. The application to be used is 'CRF Maltene-Based Restorative Seal'. This work shall be done at locations listed and in accordance with the specifications included in this document, the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2012 and as directed by the City Engineer. It will be the responsibility of the Contractor to sweep the streets both before the rejuvenator is applied and after the sand is placed. The Contractor shall furnish all materials, including sand, and provide all traffic control. The swept sand will be hauled to the City property on Darst Street or as directed by the City. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.

3. Instruction to Bidders.

- (A) Specifications and proposal forms are issued through the Office of the City Engineer, Public Works Facility, 3505 North Dries Lane, Peoria, IL, Phone number 309-494-8800. Before plans and specifications may be obtained, contractors must be pre-qualified. Electronic documents are available by providing contact information (company name, contact name, phone number, fax number and email address) in an email request to pwdropbox@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, for not less than five percent (5%) of the amount of the bid.
- (C) Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE PROJECT NAME: "CRF CONTRACT 2015," and the DATE AND TIME the request is due.
- (D) All bids are to be mailed or delivered to the City of Peoria, 3505 N. Dries Lane,

Peoria, Illinois, 61604 by 11:00 a.m. June 30, 2015. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the City of Peoria. Contact Andrea Klopfenstein, P.E. at 309-494-8800.

-
- (E) No response will be opened which has been received after the closing time specified in the BID document and it will be returned unopened to the Proposer.
 - (F) The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Owners' Representative, approval must be obtained prior to the bid opening. The request to use substitute items must be accompanied by complete specifications of the substitute items.
 - (G) Unit costs must be clearly identified for each component requested by the proposal document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. Each pay item should have a unit price, a bid will be declared unacceptable if a unit price is not shown. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his/her authorized Representative.
 - (H) Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

4. Rejection of Bids.

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

STATE OF ILLINOIS
CITY OF PEORIA

**PROPOSAL
TO THE CITY OF PEORIA:**

1. Proposal of _____
i. (Name and Address of Bidder)
for the improvement designated in Paragraph 2 below consists of the application of pavement rejuvenating agents to bituminous asphaltic concrete surface courses. The application to be used is 'CRF Maltene-Based Restorative Seal'. This work shall be done at locations listed and in accordance with the specifications included in this document, the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2012 and as directed by the City Engineer. It will be the responsibility of the Contractor to sweep the streets both before the rejuvenator is applied and after the sand is placed. The Contractor shall furnish all materials, including sand, and provide all traffic control. The swept sand will be hauled to the City property on Darst Street or as directed by the City. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.
2. The specifications for the proposed improvement are those prepared by the City of Peoria Engineering Department, which specifications are designated as **CRF CONTRACT - 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 they will comply with the applicable provisions of Division 100, General Requirements and Covenants.
5. The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City Manager, and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance section 10-102. The contractor will not be liable to perform if situations arise by reason of strikes, acts of god or the public enemy, acts of the City, fires, or floods.
6. In case of default by the contractor, the City will procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred.
7. Accompanying this proposal is a bid bond, certified check, or cashier's check complying with the requirements of the Specifications, made payable to the City Treasurer of the City of Peoria, Illinois. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the check shall be forfeited to the awarding authority.

The amount of the check or draft is \$.

Attach Cashier's Check or Certified Check Here

8. ~~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.~~
9. Unit costs must be clearly identified for each component requested by the contract document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. Each pay item should have a unit price, a bid will be declared unacceptable if a unit price is not shown. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his/her authorized Representative.
10. The city is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Proposer must show the amount of tax included in the unit price.
11. The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of chapter 775 of the Illinois compiled Statues 5/2-105 on sexual Harassment policies.
12. With the execution of this BID, the Proposer is certifying to the non-collusion in the preparation and submittal. The Response must be properly executed by the Proposers or the response will not be considered for selection.
13. The successful vendor agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified herein.
14. The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.
15. Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Bidders."
16. This contract will be governed by the laws of the State of Illinois.
17. "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performances of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the City written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors."

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

18. 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.

19. 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.*

20. 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
eoo@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 renewing or applying for an EEO Certification Number. Employer Report Form CC-1 is completed and enclosed.

We have a current EEO Certification Number on file with the City.
Our EEO Certification Number: _____

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

CRF LOCATION LIST

STREET NAME	FROM	TO	AREA SY
-------------	------	----	---------

DISTRICT 1

W Garden St	Laramie St	Tyng St	32,694
W Antoinette	Laramie St	Olive St	26,557
W Marquette Ave	Idaho	Western	15,410

DISTRICT 1 TOTAL: 74,662

DISTRICT 2

N Bigelow St	Dead End Past Hanssler Pl	Nebraska Ave	13,556
W Corrington Ave	Knoxville Ave	Dead End Past Sheridan Rd	12,263
W Hudson St	Sheridan Rd	University St	9,220

DISTRICT 2 TOTAL: 35,040

DISTRICT 3

N Peoria Ave	Forest Hill	Pennsylvania Ave	23,488
N Delaware St	Nebraska Ave	Kinsey St	4,393
W Greenway Pl	Lynwood Pl	Stratford Dr	3,964
N California St	Pennsylvania Ave	Frye Ave	13,160

DISTRICT 3 TOTAL: 45,007

DISTRICT 4

None

DISTRICT 4 TOTAL: 0

DISTRICT 5

W Forrest Lawn Ave	Detweiler Dr	Knoxville Ave	3,070
W Detweiler	Knoxville Ave	end City maintenance	16,900

DISTRICT 5 TOTAL: 19,970

PROJECT TOTAL: 174,677

BID FOR CRF CONTRACT 2015

Item#	Item Description	Bid Quantity	Unit	Unit Cost	Item Total
1	CRF MALTENE BASED RESTORATIVE SEAL	174,677	SY		\$
TOTAL BID:					\$

SIGNATURE PAGE

(If an individual) Signature of Bidder _____

Business Address _____

(If a partnership) Firm Name _____

Signed by _____

President

Business Address _____

Insert Names _____
and Addresses _____
of all partners: _____

(If a corporation) Corporate Name _____

Signed by _____

Business Address _____

Insert Names
of Officers:

President

Secretary

Treasurer

Attest: _____
Secretary

PROPOSAL BID BOND



RETURN WITH BID

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

WE as PRINCIPAL. an as SURETY,

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

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

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

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

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

Principal

(Company Name) (Company Name)
By: (Signature and Title) By: (Signature and Title)

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

Surety

(Name of Surety) By: (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF

I, a Notary Public in and for said county,
do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of A.D.

NOTICE

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

My commission expires

(Notary Public)



CITY OF PEORIA SUB-CONTRACTOR UTILIZATION STATEMENT

Section I (select all that apply)

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

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

Section II: Prime Contractor

Project

Name: _____

Name: _____

Address: _____

Total Contract Value: _____

Phone: _____

Contact Person: _____

Email: _____

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

Section III: Selected Subcontractors

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

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

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

Subcontractor Name	Scope of Work Bid	Denial Reason

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

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

For Office Use Only
Reviewed by: _____

Section V: Subcontractors Contacted (M/WBE Only)

Subcontractor Name	Method of Contact	Contact Outcome

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

Section IV

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

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

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

Signature of Prime Contractor

Date

For Office Use Only
Reviewed by: _____

Org.: May 2008
Revised: Feb. 2011



CITY OF PEORIA
M/WBE PARTICIPATION WAIVER REQUEST

PRIME CONTRACTOR

PROJECT

Name:
Address:
Phone:
Contact Person:

Name:

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

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

SIGNED: (Company Official)

DATE:

FOR OFFICE USE ONLY

APPROVED

DISAPPROVED

REVIEWED BY

DATE

PART 2- GENERAL CONDITIONS

DESCRIPTION OF WORK

This work consists of the application of pavement rejuvenating agents to bituminous asphaltic concrete surface courses. The application to be used is 'CRF Maltene-Based Restorative Seal'. This work shall be done at the locations listed and in accordance with the specifications included in this document, the Standard Specifications for Road and Bridge Construction adopted January 1, 2012 and as directed by the City Engineer. It will be the responsibility of the Contractor to sweep the streets both before the rejuvenator is applied and after the sand is placed. The Contractor shall furnish all materials, including sand, and provide all traffic control. The swept sand will be hauled to the City property on Darst Street or as directed by the City. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.

PROJECT LOCATIONS & QUANTITIES

This work will occur within the City limits. The project locations are shown in the CRF Locations tables on pages 8 and on the attached map. The final project locations may be adjusted based on available project funding.

CONTACT INFORMATION

The City's Project Engineer will be Andrea Klopfenstein, P.E., at 309-494-8800.

TIME OF THE ESSENCE

Time is an essential element of the Contract and the City will monitor the Contractor's progress towards completion. The Contractor shall adequately staff the project so that the entire project can be completed in a timely manner.

FAILURE TO COMPLETE WORK ON TIME

Should the Contractor fail to complete the work by September 25, 2015, 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.

COORDINATION WITH OTHER CONTRACTORS

The sealcoating and slurry seal treatment contractors may also be working in the area. Contractors shall coordinate treatment schedules and traffic control in order to minimize the disruption to traffic. The project locations are shown on the attached map.

ITEMS NOT COVERED IN THE SCHEDULE OF ITEMS

If it is necessary to use items that are not covered in the schedule of items, or as described in the specifications, the Contractor shall submit documentation to the City to justify the unit price. The Contractor and City shall set the agreed upon unit price and use that unit price for the remainder of the contract and contract extensions.

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 Owner's Representative.

The Engineer nor the Owner's Representative will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs.

Article 101.19 Inspector. The Owner's Representative assigned to make detailed observations on 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. Observation of EEO diversity in the field will be noted.

RESPONSIBILITY FOR DAMAGE CLAIMS

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

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 the reasons, in writing, for said refusal if requested by the contractor.

Contractors who have done similar work and improvements 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 the reasons for disapproving any Contractor from bidding on the proposed improvement.

CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this project until the contractor 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 the 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 insured thereunder.

COMPENSATION INSURANCE

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

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

OWNER'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE INSURANCE

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

AUTOMOBILE INSURANCE

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

UMBRELLA COVERAGE

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

ADDITIONAL INSURED ENDORSEMENT

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

PROOF OF 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 Representative; and the Owner's Representative, its

officers, directors, employees, agents, and Representative” are named as Additional Insured on a primary basis for liability arising out of the Contractor’s operations.”

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.

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.

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 City at least twenty-four (24) hours in advance of either discontinuing or resuming operations.

If a City representative is not on the job and notification as required has been given, the Contractor in charge of the work shall immediately notify the City, that work has been resumed and request that the City representative in charge of the work be notified.

Work performed without proper notification to the City as indicated herein may be rejected by the City 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 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 their 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 the contractor

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 on the City-wide program 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, Ameren ILLINOIS, Comcast Communications, AT&T, 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 on the City-wide program must be received by the City 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 City-wide program, J.U.L.I.E. will need to be notified before construction at each location.

NOTIFICATION OF THE PUBLIC

The Contractor shall notify the property owners along the streets that will be treated in writing a minimum of 24 hours in advance of the work. The typed notification letter shall include at a minimum: the work schedule, no parking restrictions, property access information, and the contractor contact person's name, local phone number, and email address. The notification shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Submit a copy of the notification letter to the City for approval before distribution to the property owners and coordinate with the City on when the letters will be distributed.

The City will issue press releases based on the information provided by the contractor. Press releases will be issued 1-2 days in advance of the work. The Contractor shall provide press release information to the City a minimum of 2 days in advance of the work.

It is the responsibility of the Contractor to post "NO PARKING" signs at least one day in advance of CRF work being started. If there are any vehicles that have to be towed the Contractor will first contact the City Police Dispatcher (309-494-8021) to get the name and address of the owner. If the owner lives in the area the Contractor will try to contact the owner directly and request that they move their vehicle. If the Contractor is unable to contact the owner to move the vehicle they will then contact the Chuck's Towing at 309-637-0425 and arrange to have a tow truck move the vehicle

to the nearest out of the way location. The tow truck will be paid for by the City of Peoria. The Contractor will keep a log of all vehicles moved that lists the date, time and number they tried to contact the owner, the date and time the vehicle is moved, make and model of vehicle, license plate number, name of towing company, vehicle owner's name, the location the vehicle is towed from and the location the vehicle is towed.

CERTIFIED PAYROLL REQUIREMENTS

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

PREVAILING WAGE PROVISION

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

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

Peoria County Prevailing Wage for June 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		BLD		26.700	28.200	1.5	1.5	2.0	7.700	16.21	0.000	0.800
ASBESTOS ABT-GEN		HWY		29.910	31.410	1.5	1.5	2.0	7.700	17.47	0.000	0.800
ASBESTOS ABT-MEC		BLD		32.140	34.640	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		38.000	41.000	2.0	2.0	2.0	7.070	15.99	0.000	0.400
BRICK MASON		BLD		32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590
CARPENTER		BLD		30.380	32.630	1.5	1.5	2.0	8.000	14.71	0.000	0.520
CARPENTER		HWY		31.650	33.900	1.5	1.5	2.0	8.000	15.46	0.000	0.520
CEMENT MASON		BLD		28.050	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	16.02	0.000	0.500
CERAMIC TILE FNSHER		BLD		29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580
ELECTRIC PWR EQMT OP		ALL		38.300	45.290	1.5	1.5	2.0	6.150	10.73	0.000	0.380
ELECTRIC PWR GRNDMAN		ALL		26.280	45.290	1.5	1.5	2.0	5.790	7.360	0.000	0.260

ELECTRIC PWR LINEMAN	ALL	42.540	45.290	1.5	1.5	2.0	6.280	11.92	0.000	0.430
ELECTRIC PWR TRK DRV	ALL	27.560	45.290	1.5	1.5	2.0	5.830	7.720	0.000	0.280
ELECTRICIAN	ALL	34.820	37.320	1.5	1.5	2.0	6.500	11.68	0.000	0.800
ELECTRICIAN	BLD	34.820	37.320	1.5	1.5	2.0	6.100	11.43	0.000	0.400
ELECTRONIC SYS TECH	BLD	28.250	30.250	1.5	1.5	2.0	6.100	10.54	0.000	0.400
ELEVATOR CONSTRUCTOR	BLD	41.690	46.900	2.0	2.0	2.0	13.57	14.21	3.340	0.600
GLAZIER	BLD	31.870	33.870	1.5	1.5	1.5	10.25	7.700	0.000	1.250
HT/FROST INSULATOR	BLD	43.350	45.850	1.5	1.5	2.0	11.47	12.36	0.000	0.720
IRON WORKER	BLD	32.190	34.090	0.0	0.0	0.0	9.490	13.91	0.000	0.000
IRON WORKER	HWY	35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000
LABORER	BLD	25.700	27.200	1.5	1.5	2.0	7.700	16.21	0.000	0.800
LABORER	HWY	29.160	30.660	1.5	1.5	2.0	7.700	17.47	0.000	0.800
LABORER, SKILLED	BLD	26.100	27.600	1.5	1.5	2.0	7.700	16.21	0.000	0.800
LABORER, SKILLED	HWY	29.460	30.960	1.5	1.5	2.0	7.700	17.47	0.000	0.800
LATHER	BLD	30.380	32.630	1.5	1.5	2.0	8.000	14.71	0.000	0.520
MACHINERY MOVER	HWY	35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000
MACHINIST	BLD	44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS	BLD	29.890	0.000	1.5	1.5	2.0	8.600	10.05	0.000	0.580
MARBLE MASON	BLD	31.650	32.900	1.5	1.5	2.0	8.600	10.05	0.000	0.580
MILLWRIGHT	BLD	30.800	33.050	1.5	1.5	2.0	8.000	14.63	0.000	0.520
MILLWRIGHT	HWY	32.220	34.470	1.5	1.5	2.0	8.000	15.39	0.000	0.520
OPERATING ENGINEER	BLD 1	37.050	40.050	1.5	1.5	2.0	7.000	17.48	0.000	3.000
OPERATING ENGINEER	BLD 2	34.450	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	17.48	0.000	3.000
OPERATING ENGINEER	HWY 1	38.150	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000
OPERATING ENGINEER	HWY 2	35.460	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000
OPERATING ENGINEER	HWY 3	31.030	41.150	1.5	1.5	2.0	7.250	18.23	0.000	3.000
PAINTER	ALL	33.650	35.650	1.5	1.5	1.5	10.30	8.200	0.000	1.350
PAINTER SIGNS	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER	BLD	31.380	33.630	1.5	1.5	2.0	8.000	14.71	0.000	0.520
PILEDRIVER	HWY	32.650	34.900	1.5	1.5	2.0	8.000	15.46	0.000	0.520
PIPEFITTER	BLD	37.400	41.510	1.5	1.5	2.0	7.000	11.63	0.000	1.060
PLASTERER	BLD	28.140	29.770	1.5	1.5	2.0	7.500	15.00	0.000	0.870
PLUMBER	BLD	34.520	37.630	1.5	1.5	2.0	7.000	13.86	0.000	0.950
ROOFER	BLD	30.580	32.110	1.5	1.5	2.0	8.450	7.220	0.000	0.250
SHEETMETAL WORKER	BLD	32.150	33.760	1.5	1.5	2.0	8.620	14.18	0.000	0.780
SIGN HANGER	HWY	35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000
SPRINKLER FITTER	BLD	37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STEEL ERECTOR	HWY	35.980	37.980	0.0	0.0	0.0	9.490	13.91	0.000	0.000
STONE MASON	BLD	32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590
SURVEY WORKER	-> NOT IN EFFECT				ALL		28.900	30.400	1.5	1.5 2.0
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
TRUCK DRIVER	ALL 4	34.010	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	ALL 5	34.900	36.550	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	O&C 1	26.400	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	O&C 2	26.780	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	O&C 3	26.960	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	O&C 4	27.210	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TRUCK DRIVER	O&C 5	27.920	29.240	1.5	1.5	2.0	11.10	5.230	0.000	0.250
TUCKPONTER	BLD	32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590

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 nozzle men, 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 unloading 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, bricksetters, 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, vector 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.

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 contract and no additional compensation will be allowed.

TRAFFIC CONTROL & PROTECTION

Traffic control shall include flaggers directing one way traffic for any lane closures causing one way traffic. Cross road flaggers or at a minimum road closed signs and enough barricades at each cross road to clearly convey to the public that the road is closed is required at each cross road.

Unless written permission is given by the City for a full closure, only one side of the road may be closed at a time. If permission is given for a full closure, the Contractor is responsible for notifying Emergency Services as well as the property owners a minimum of 48 hours in advance of the work and coordinate access for special residents with circumstances.

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. This item is incidental to the contract and no additional compensation shall be allowed.

The Contractor will be responsible for all traffic control including signs, barricades, and flagmen per the appropriate IDOT standards. Flagmen will be provided as necessary to both protect the workers and permit the movement of traffic with the least interference as possible. The streets will be kept free of traffic until such time as penetration is achieved, as directed by the Engineer.

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; 701601-08; 701602-06; 701606-08; 701701-08; 701801-05; & 701901-02)

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 701901-02. The work shall be performed as directed by the Owner's Representative.

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 Owner's Representative.

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. The Contractor 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 their 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 pickup in the neighborhoods. The garbage schedule can be found in the General Services FAQ's section under the question "What do trash pickup routes and schedules look like?" at www.pdcarea.com/residential/pdc-services-inc#about-peoria. See also the Garbage Collection Day Map in Appendix A.

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

ITEMS DESIGNATED FOR REMOVAL AND EXCAVATION

All removal items and excavated material remain the property of the City of Peoria unless the City indicates a desire to the Contractor that they should dispose of the removed items and/or excavated material outside the limits of the improvement as the Contractor may provide. Should the City desire to keep the removed items and/or excavated material and have it disposed of at a location outside the improvement limits, the Contractor shall haul to the City's designated disposal site, at no additional cost to the City, providing the disposal site is within the limits of the City of Peoria.

SALVAGING EXISTING MATERIALS

All existing municipally-owned items in usable condition within the limits of the improvement shall, if not required for further use in the construction of the improvement, be carefully preserved by the Contractor. Said items, if desired by the City, shall be picked up and hauled from the job site by the City or the Contractor shall delivered such items to a location (within the City limits) determined by the City.

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.

A sample of a Construction Debris Manifest has been placed at the back of this contract book, for use in documenting any debris removed from the site. This documentation shall be included in applicable item of construction and shall not be paid for separately.

DAMAGE TO EXISTING TREES

All necessary precautions shall be taken to prevent damage to existing trees. Precautions shall be

taken to prevent damage to the bark, branches and foliage of existing trees by machinery or other means. Any damage shall be corrected as directed by the City at the expense of the Contractor.

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 Special Provisions.

PART 3-SPECIAL PROVISIONS

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, 2012 and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2012, included herein which apply to and govern the construction of the **CRF PAVEMENT CONTRACT - 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 BID ITEMS

To assist the Contractors in determining the cost breakdown associated with the various bid items listed in the Schedule of Quantities, the following descriptive breakdown is provided. This breakdown is intended as a guide for the Contractor's benefit and may not be complete.

GENERAL INFORMATION

The project shall be completed as efficiently as possible in accordance with the project Specifications; therefore, the Contractor shall seek compensation only for items necessary to complete the project.

The project shall conform to the latest editions of the City of Peoria Manual of Practice and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

COSTS INCLUDED IN THE CONTRACT

The Contractor shall assume all costs associated with the cancellation of work by the Contractor. If the Contractor stops work, the Contractor shall not claim compensation for minimum charges associated with labor, rentals, etc. Conditions that might result in the stoppage of work include inclement weather.

Costs incurred by the Contractor and associated with the acquisition of permits not provided as part of these Specifications shall be included in the contract amount.

Costs incurred by the Contractor for small tools, consumables, and safety items not provided as part of these Specifications shall be included in the contract amount. Examples of these items include shovels, drills, saws, drill bits, saw blades, gloves, safety vests, hard hats, etc.

Costs incurred by the Contractor and associated with the compliance with laws pertaining to the location of subsurface utilities and structures (including the JULIE system) shall be included in the contract amount.

Costs incurred by the Contractor and associated with the repair of damage to either public or private property, caused by work performed by the Contractor in the completion of this project, shall be the exclusive responsibility of the Contractor and shall be included in the contract amount.

Costs incurred by the Contractor and associated with the protection from damage of trees and vegetation shall be included in the contract amount.

Costs incurred by the Contractor and associated with the protection of aboveground and subsurface

utilities including poles, piping, conduits, traffic loops and ducts as well as costs resulting from necessary coordination with utility owners shall be included in the contract amount.

Cost incurred by the Contractor associated with the delivery of materials shall be included in the contract amount unless otherwise specified.

MEASUREMENT METHODS

Pay items shall be measured in accordance with the City of Peoria Manual of Practice and the IDOT standard specifications and as modified in these specifications.

UNDERGROUND CONDITIONS

Unless provided within these Specifications, information about underground conditions within and near the area of work has not been obtained by the Engineer or City. The Contractor shall either determine the underground conditions near the proposed construction or repair locations and determine the effect of such conditions upon the proposed work. The Contractor shall assume all risks and accept all costs attributable to unknown and unforeseen underground conditions. Underground conditions such as the presence of underground obstructions or poor soil conditions shall not be a basis for claims for additional compensation.

NEW MATERIALS

Unless allowed otherwise by the City, all materials provided shall be new as purchased from the material manufacturer or an agent or broker authorized as a seller of new, unused materials.

EQUIPMENT

Equipment shall conform to IDOT Specification Division 1100 Equipment.

The equipment to be used shall meet the approval of the City and shall conform to the Specifications. The Contractor shall provide equipment which is in good working order, capable of performing to manufacturer's specifications, and shall maintain the equipment during the repair.

CRF MALTENE BASED RESTORATIVE SEAL FOR BITUMINOUS PAVEMENTS

SCOPE

This work shall consist of furnishing all labor, material, tools and equipment necessary to perform all operations for the application of CRF Maltene-Based Restorative Seal to the surface of bituminous pavements as a restorative seal. The restoration of bituminous pavement surfaces shall be by spray application of a cationic restoring emulsion specially designed for this function. All work shall be in accordance with the requirements, the applicable drawings, and subject to the terms and conditions of these guidelines.

MATERIAL SPECIFICATIONS

The emulsified asphalt restoring agent shall be an emulsion composed of petroleum oils and asphalts uniformly emulsified with water. Each bidder must submit with the bid a certified statement from the asphalt restoring agent's manufacturer showing that the emulsified product conforms to the requirements below:

Table 1 Maltene Based Emulsified Asphalt Restoring Agent Requirements		
Property	Test Method	Requirements
Viscosity, 25°C, SFS	ASTM D244	25-150
Sieve Test, w%	ASTM D244 (Mod) ¹	0.1 Max.
Particle Charge	ASTM D244	Positive
1-day Settlement, w%	ASTM D244	1.0 Max.
Residue, w%	ASTM D244 (Mod) ²	64.0 Min.
Tests on the Residue:		
Viscosity, 60°C, cSt	ASTM D2170	1000-4000
Maltene Distribution Ratio (Polar Compounds) + (First Acidaffins) (Saturates) + (Second Acidaffins)	ASTM D2006-70	0.7-1.1
Polar Compounds/Saturates Ratio	ASTM D2006-70	0.5 Min.
Asphaltenes, w%	ASTM D2006-70	14.0 Max.
¹ Test procedure identical with ASTM D244 except that distilled water shall be used in place of two percent sodium oleate solution.		
² ASTM D244 Evaporation Test for percent residue is modified by heating a 50 gram sample to 149°C (300°F) until foaming ceases, then cooling immediately and calculating results.		

MATERIAL PERFORMANCE

The restoring agent shall have a record of satisfactory service as an emulsified asphalt restoring agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder as follows. The viscosity shall be reduced by a minimum of 20 percent and the penetration value shall be increased by a minimum of 15 percent. Testing shall be performed on extracted asphalt cement from a pavement to a depth of

three eights inch (3/8"). In addition, the pavement shall be in-depth sealed to the intrusion of air and water.

The bidder must submit with the bid the manufacturer's certification that the material proposed for use is in compliance with the emulsified asphalt restoring agent requirements.

APPLICATOR EXPERIENCE / PRE-QUALIFICATIONS

Prior to submitting a bid, the prospective Contractor shall be prepared to provide a written statement of experience showing at least eight (8) projects of similar character that have been completed within the last year using the same rejuvenating emulsions that the contractor is bidding on in this project. The prospective Contractor shall also submit a statement showing that they had at least five (5) years experience using the same rejuvenating emulsions that they are bidding on, street and road applications only.

A project superintendent knowledgeable and experienced in application of the emulsified asphalt restoring agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

PRODUCT STANDARDS

The product "CRF"® as previously manufactured by Witco Corporation-Golden Bear Oil is the standard for the emulsified asphalt restoring agent requirements and the price quoted on the Bid Sheet shall include the "CRF"® standard.

APPLICATION TEMPERATURE/WEATHER LIMITATIONS

The temperature of the emulsified asphalt restoring emulsion, at the time of application shall be as recommended by the manufacturer. The emulsified asphalt restoring agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The emulsified asphalt restoring agent shall not be applied when the ambient temperature is below 35° F.

HANDLING OF AN EMULSIFIED ASPHALT RESTORING AGENT

When loading the distributor, the emulsified asphalt restoring agent concentrate shall be loaded first and then the required amount of water for dilution shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

APPLICATING EQUIPMENT

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the emulsified asphalt restoring agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of the distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 2 to 6 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or lawns.

The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

APPLICATION OF RESTORING AGENT

The emulsified asphalt restoring agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of emulsified asphalt restoring agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray.

Before spreading, the emulsified asphalt restoring agent shall be blended with water at the rate of 70% emulsified restoring agent to 30% part water, by volume or as specified by the manufacturer. The combined mixture of emulsified asphalt restoring agent and water shall be spread at the rate of 0.06 to 0.30 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Engineer.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the asphalt restoring emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer.

The Contractor shall furnish a quality inspection report showing the source and manufacturer for the asphalt restoring agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

SPREADING OF SAND OR SCREENINGS

Sand or screenings shall be furnished by the Contractor. The contractor shall furnish all equipment, tools, labor, materials and incidentals necessary to perform the sanding operation in accordance with this contract.

Spreading shall consist of applying free flowing sharp sand, FA2 or limestone screenings to insure even distribution of the sand or screenings to be worked into any voids in the pavement surface as directed by the City. A twin spinner, rubber belt feed system aggregate distributor shall be used for uniform application. The aggregate distributor shall apply sand or screenings at a rate of two pounds to four pounds per square yard for the restorative application.

Aggregate distributor must be able to carry enough aggregate to cover an applied load of the restoring agent, at least (9) nine tons. Repeated sanding may be required on some areas of pavement and contractor must be available on an as needed basis to provide the required sanding.

STREET SWEEPING

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment. Contractor shall not sweep debris and materials onto adjacent properties or streets.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used. The swept materials will be hauled to the City property on Darst Street or as directed by the City.

All sand used during the treatment must be removed no later than 5 days after treatment of the street or as approved by the engineer. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, after sand is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 5 days following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

TRAFFIC CONTROL

The Contractor shall schedule the operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

Traffic must be maintained at all times unless written permission is obtained by the contractor from the City of Peoria. The Contractor shall apply the diluted asphalt restoring agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day.

If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

FIELD TESTING

Field testing will not be required at the time of construction, but the City reserves the right to perform testing at a later date if the product does not perform.

METHOD OF MEASUREMENT

The emulsified asphalt restoring agent will be measured by the square yard as provided for in the Contract Documents.

BASIS OF PAYMENT

The emulsified asphalt restoring agent and sand aggregate will be paid for at the contract unit price per square yard in place for CRF MALTENE BASED RESTORATIVE SEAL. This shall be payment in full for all labor, tools, equipment and materials needed to complete this work as specified and required.

**PART 4- EQUAL OPPORTUNITY
REQUIREMENTS**

EEO CONTRACT COMPLIANCE CLAUSE

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

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

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

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

During the performance of this contract, the Contractor agrees:

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

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

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

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.

**MINORITY AND WOMEN'S BUSINESS ENTERPRISE (M/WBE) PARTICIPATION
REQUIREMENTS FOR GOOD-FAITH EFFORTS**
(Projects exceeding \$50,000)

I. Description of Program

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

II. Pre-Bid Efforts when Awarding Subcontracts

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

- 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.
 - a. 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.
 - b. 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:
 - a. A narrative describing the Bidder’s good faith efforts to secure M/WBE participation prior to bid opening.
 - b. A notarized affidavit attesting the Bidder did not receive inquiries or proposals from qualified M/WBEs in response to the required notification prior to bid opening.
 - c. A written explanation for why the Bidder believes no subcontracting opportunities exist. *If the City of Peoria determines that the explanation is insufficient it reserves the right to halt the bid award process to request additional information from the Bidder. The Bidder will receive the request for information in writing.*
 - d. A written explanation for why the Bidder believes it is impracticable to award any subcontract(s) on the project in question. *If the Equal Opportunity Office determines that the explanation is insufficient it reserves the right to halt the bid award process to request additional information from the Bidder. The Bidder will receive the request for information in writing.*

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

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

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

- A. When an M/WBE participates in a contract, count only the value of the work actually performed by the M/WBE toward M/WBE participation goals.
 - a. Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (A)(b) 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).
 - b. 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.
 - c. If an M/WBE subcontracts a portion of its work to an M/WBE, 100% of the value of the subcontracted work may be counted toward the M/WBE goal, but any portion of the work the M/WBE subcontracts to a non-M/WBE does not count toward the M/WBE goal.
- B. When an M/WBE participates in a joint venture on a City contract, only count the dollar value of the portion of the work that the M/WBE performs with its own forces toward M/WBE goals.
- C. Count expenditures to an M/WBE contractor toward M/WBE goals if, and only if, the M/WBE is performing a commercially useful function on that contract.
 - a. 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.
 - b. 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.

- c. 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.
 - d. When an M/WBE is presumed the City of Peoria not to be performing a commercially useful function as provided in paragraph (C)(c) of this section, the M/WBE may present evidence to rebut this presumption. Your rebuttal is subject to review by the City of Peoria.
- D. Use the following factors in determining if an M/WBE trucking company is performing a commercially useful function:
- a. 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.
 - b. The M/WBE trucking company must own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.

E. Count expenditures with M/WBEs for materials and supplies toward M/WBE goals in the following manner:

- a. 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 (e)(a), 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.

- b. 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.

- i. *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.*

- ii. *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 (E)(b), 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.*

- iii. *Packagers, brokers, manufacturers' Representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of the paragraph (E)(b).*

- c. 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 agrees 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 upon request.
- 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:
 - a. Declare the Apparent Low Bidder non-responsive and therefore ineligible for contract award.
 - b. Declare the Apparent Low Bidder ineligible for further contracts for a calendar year.
 - c. File a formal complaint against Apparent Low Bidder, and/or subcontractor with the Fair Employment and Housing Commission.



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.



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.

APPENDIX A

EEO INFORMATION



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 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 www.ci.peoria.il.us/equal-opportunity-forms 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.

CONTRACT DELIVERABLES



CITY OF PEORIA SUBCONTRACTOR PAYMENT FORM

PRIME CONTRACTOR

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

PROJECT

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

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

Subcontractor <i>(Name)</i>	Payment Amount	Payment Type <i>(F-full/ P-partial)</i>
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Total Payment Amount for Work Completed	\$	

This form is to verify the work completed and the amount paid to a subcontractor utilized on the above listed project. Under penalty of law for perjury or falsification, the undersigned certifies that the payment reported herein was made to the subcontractors listed.

 Signature of Prime Contractor

 Date



CITY OF PEORIA MONTHLY WORKFORCE ANALYSIS

Check appropriate status

Month Ending _____

Contractor
 Subcontractor

Name: _____

Address: _____

Contact Person: _____ Phone: _____

Project: _____

Date Work Started: _____ Percent Complete: _____%

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

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



CITY OF PEORIA NOTIFICATION OF CHANGE IN PARTICIPATION

Type of Change
 Subcontractor. Complete Part 1
 Self-Performance. Complete Part 2

Date: _____

PRIME CONTRACTOR

PROJECT

Name: _____
Address: _____
Phone: _____

Name: _____

PART 1

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

From Name _____
Address _____
Phone _____
Status MBE WBE Non-M/WBE

To Name _____
Address _____
Phone _____
Status MBE WBE Non-M/WBE
Contract Amount _____

Will scope of work change? Yes No
Describe change _____

Reason for Contractor Change _____

PART 2

Complete if deviating from intent to self-perform.

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

Change was due to Emergency Non-Emergency
Explain Situation _____

Describe good faith efforts to utilize M/WBE _____

Name of added Contractor _____
Address _____
Phone _____
Status MBE WBE Non-M/WBE Contract Amount _____
Scope of Work _____

Signed: _____
Contractor Title

MISCELLANEOUS



CITY OF PEORIA
SAMPLE CONTRACT

This agreement, made and entered into this _____ day of _____, 201____, by and between the City of Peoria, an Illinois Municipal Corporation, Party of The First Part, and _____, Party of The Second Part for the improvement known as the _____;

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

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

EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:

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

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

BY: _____
City Manager

ATTEST: _____
City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

PARTY OF THE SECOND PART

(name of individual, firm, or corporation)

BY: _____
(member of firm or officer of corporation)

(If a Co-Partnership)

(seal)

(seal)

Partners doing business under the firm name
of _____ (seal)

(Party of the second part)

(If an Individual)

(seal)

(Party of the second part)



CITY OF PEORIA
SAMPLE PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That I/we _____
an individual, of _____
a co-partnership, of _____
a corporation organized under the laws of the State of _____
as Principal, and _____
a corporation organized and existing under the laws of the State of _____ with
authority to do business in the State of Illinois, as Surety, are held and firmly bound unto the City of

Peoria, Peoria County, State of Illinois, in the penal sum of _____ Dollars
(\$ _____) lawful money of the United States, well and truly to be paid unto said City of
Peoria for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns,
jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATIONS IS SUCH that whereas, the said Principal
has entered into a contract with the City of Peoria for CRF PAVEMENT CONTRACT – 2015 in accordance
with the terms and conditions of said contract, which is hereby referred to and made a part hereof as if fully set
forth herein;

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

IN WITNESS WHEREOF, we have duly executed the foregoing Obligation this _____ day of
_____, 201__.

FOR THE CITY OF PEORIA

Principal

EXAMINED AND APPROVED:

Corporation Counsel

Sureties

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, who is personally known to me to be the same person who signed the above foregoing instrument as the Attorney in Fact for _____, appeared before me this day in person and acknowledged that he/she signed the name of _____, thereto, as his/her Principal, and his/her own name as Attorney in Fact, as the free and voluntary act of his/her said Principal for the uses and purposes therein set forth, and that he/she executed the said instrument under authority given him/her by his/her said Principal.

Given under my hand and Notarial Seal, this _____ day of _____, 201__.

Notary Public



CONSTRUCTION DEBRIS MANIFEST

Ticket No.: _____

Contract No.: _____

Generator: _____

Hauler: _____

Truck

No.: _____

Description of
Material: _____

Approximate Weight of Material: _____

Approximate Volume of Material: _____

Disposition of Material:

Location:

Date: _____

Time: _____

Owner: _____

Operator: _____



SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

Letting Date: _____ Item No.: _____

Contract No.: _____

Route: _____

Section: _____

Job No.: _____

County: _____

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

A. The undersigned Representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

B. The undersigned Representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

SUB-CONTRACTOR FINAL PAYMENT NOTIFICATION FORM

TAPE HERE

My firm has served as a subcontractor or supplier on contract # _____ . We request to be notified 30 days before the City intends to process papers for final payment on this contract.

We understand that it is a subcontractor or supplier's responsibility to ensure they are paid for a project and that notification provided by the Department is a courtesy only and does not provide any protection. We are aware of our rights to make a claim against the bond or file a lien against public funds in accordance with 30 ILCS 550 or 770 ILCS 60/23 and that this request constitutes neither action.

Date _____ Name _____

TAPE HERE

Effective January 1, 1994 the Illinois Department of Transportation no longer requires prime contractors on highway construction projects to obtain release forms from subcontractors and suppliers. If you wish to be notified when final payment on a project will be made, please complete all of the shaded areas on this card, affix first class postage on both sides of the card, then fold the card so the City address is visible and mail the card. The card will be returned to you prior to the final payment being made on the contract.

If you would like more information on filing a lien or bond claim, IDOT publishes a booklet "Getting Paid" that is available from the district office. You may wish to consult with your attorney if you have specific legal questions concerning the state laws on liens and bond claims and your rights therein.

FOLD HERE

Your firm has served as a subcontractor or supplier on contract # _____ . The City of Peoria plans to submit papers for processing of final payment to the prime contractor _____ during the next 30 days.

This information is provided as a courtesy only, pursuant to your request. This notification does not constitute an acknowledgment of a bond claim or a lien against public funds and does not guarantee payment.

Date prepared _____

Postage
Stamp
Required

City of Peoria



Postage
Stamp
Required

Attn: _____

BC 2246 (Rev. 9/97)

GARBAGE COLLECTION DAY MAP

