

SUBMITTED BY:

Microsurfac Contracting, LLC
CONTRACTOR'S NAME

11745 R. Backlund Rd
CONTRACTOR'S ADDRESS

St. Louis, MO 63146
CITY, STATE, ZIP

STATE OF ILLINOIS
CITY OF PEORIA
COUNTY OF PEORIA

SPECIFICATIONS, PLANS, MATERIAL
QUANTITIES AND CONTRACT PROPOSAL

FOR THE

MICRO-SURFACING CONTRACT - 2014

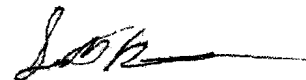
City Project No.: 401-PB1408

TO BE CONSTRUCTED UNDER THE PROVISIONS OF
THE CITY OF PEORIA



AWARDED: 8-26-14 #14-353

BID OPENING: Tuesday August 12, 2014 at 11:00 AM



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

CONTRACT

1. THIS AGREEMENT, made and entered into this 26 day of August 2014, by and between the City of Peoria, Illinois, a municipal corporation, known as the Party of the First Part, and Microsurfacing Contractors, LLC, known as the Party of the Second Part.

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 do all the work, furnish all materials and all labor necessary to complete the work in accordance with Item Descriptions and Unit Prices on the plans and specifications hereinafter described, and in full compliance with all of the terms of this Agreement and the requirements of the Engineer under it, to be determined by the City through work orders issued by the Office of the City Engineer on a case by case basis for projects similar in scope to that of the base bid, for the amount of TWO HUNDRED TWENTY THREE THOUSAND, NINE HUNDRED AND SEVEN DOLLARS AND 44/100 --(\$223,907.44)

2. AND IT IS ALSO UNDERSTOOD AND AGREED that the Special Provision, Proposal and Contract Bond attached, and the Plans for the MICRO-SURFACING Contract - 2014 in the City of Peoria, Illinois, dated August 26, 2014, and the "Standard Specifications for Road and Bridge Construction" prepared by the Illinois Department of Transportation as adopted on January 1, 2007, and as revised, are all essential documents of this Contract and are a part hereof.

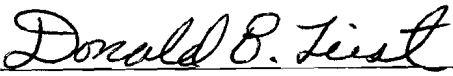
IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

APPROVED:

PARTY OF THE FIRST PART
THE CITY OF PEORIA

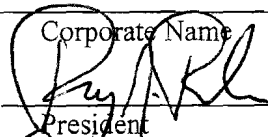
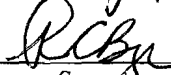
BY: 
City Manager

ATTEST: 
City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

PARTY OF THE SECOND PART:

(If a Corporation)

Corporate Name _____
By: 
President

Secretary

(CORPORATE SEAL)

(If a Co-Partnership)

Partners doing business under the firm name of _____

(If an Individual)

(SEAL)

CITY OF PEORIA

Bond No. 106155717

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That I/we MICROSURFACING CONTRACTORS, LLC, 11745 Rear Lackland Road, St. Louis, MO 63146

an individual, of _____

a co-partnership, of _____

a corporation organized under the laws of the State of Missouri

as Principal, and Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183

a corporation organized and existing under the laws of the State of Connecticut 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 THREE THOUSAND, NINE HUNDRED AND SEVEN DOLLARS AND 44/100 -(\$223,907.44)

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 MICROSURFACING CONTRACT 2014 in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof as if fully set forth herein;

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

IN WITNESS WHEREOF, we have duly executed the foregoing Obligation this 10 day of September, 2014.

FOR THE CITY OF PEORIA

EXAMINED AND APPROVED:

Donald B. Teut
Corporation Counsel

Microsurfacing Contractors, LLC

Principal
[Signature]

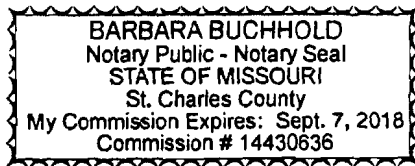
Travelers Casualty and Surety Company of America
Sureties

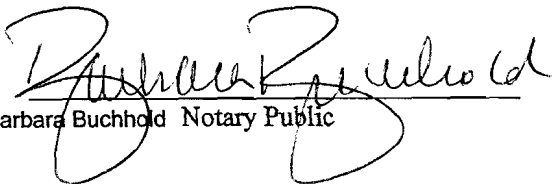
Kristan L. Lucas
Kristan L. Lucas, Attorney-in-Fact

STATE OF Missouri)
) SS
COUNTY OF St. Louis)

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

Given under my hand and Notarial Seal, this 10 day of September, 2014.




Barbara Buchhold Notary Public

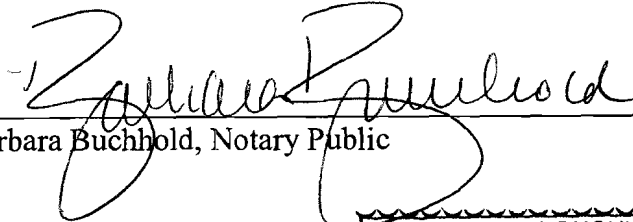
State of Missouri
County of St. Louis

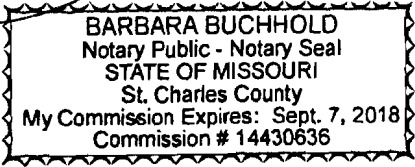
On 9/10/2014, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Kristan L. Lucas known to me to be Attorney-in-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.


Barbara Buchhold, Notary Public



My Commission Expires: _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227908

Certificate No. 005967141

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Dragoy, Kristan L. Lucas, Peter J. Mohs, Helen A. Antoine, Debra A. Woodard, Barbara Buchhold, Myranda Bohannon, Michael D. Wiedemeier, and Amanda L. Williams

of the City of Chesterfield, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of June, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 30th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her: and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10 day of September, 2014


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

PART 1- PROPOSAL



**Illinois Department
of Transportation**

Certificate of Eligibility

Microsurfacing Contractors, LLC, A Div. of Byrne & Jones Enterprise, Inc.
11745 R. Lackland Rd. St. Louis, MO 63146

Contractor No 4017

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$24,696,000.00

016	SLURRY APPL.	\$11,400,000
15A	COVER & SEAL COATS (A)	\$200,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/29/2014 TO 4/30/2015 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/29/2014.

Interim Engineer of Construction

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, August 12, 2014**, and at that time publicly opened and read.

2. Description of Work.

(A) Proposed improvement is officially known as the **MICRO-SURFACING CONTRACT - 2014.**

(B) The proposed improvement consists of micro-surfacing hot-mix asphalt (HMA) surfaces at locations designated in this document or as directed by the City. Work may also include pavement marking removal, rut filling, prime coat, crack sealing, bump removal, or other types of construction as needed. 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: "MICRO-SURFACING CONTRACT 2014," 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. August 12, 2014. 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
Microsurfacing Contractors, LLC
i. (Name and Address of Bidder)
for the improvement designated in Paragraph 2 below consisting of micro-surfacing hot-mix asphalt (HMA) streets at locations designated in this document or as directed by the City. Work may also include pavement marking removal, rut filling, prime coat, crack filling, bump removal or other types of construction as needed. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.
2. The specifications for the proposed improvement are those prepared for the City of Peoria Engineering Department by Clark Dietz, Inc., which specifications are designated as **MICRO-SURFACING CONTRACT - 2014.**
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 issue 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 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 Statutes 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
eeo@peoriagov.org
(309) 494-8530

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

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

EEO CERTIFICATION (Check one):

We are 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:

MICRO-SURFACING LOCATIONS

STREET NAME	FROM	TO	SURFACE YEAR	AREA SY
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DISTRICT 1

Richard Pryor Pl	Persimmon St	John Gwynn Jr. Dr	2007	7,244
Richard Pryor Pl	John Gwynn Jr. Dr	Romeo Garrett Ave	2007	4,933
Wiswall St	2931 Wiswall St	Laramie St	2005	2,200

DISTRICT 1 TOTAL: 14,377

DISTRICT 2

Isabell Ave	Richwoods Blvd	Florence Ave	2008	2,083
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DISTRICT 2 TOTAL: 2,083

DISTRICT 3

Peoria Ave	Forrest Hill Ave	Odell Pl	2008	1,320
Peoria Ave	Odell Pl	War Memorial Dr	2008	6,900
Missouri Ave	Odell Pl	Ellington Dr	2008	809
Missouri Ave	Ellington Dr	Tripp Ave	2008	1,089
Missouri Ave	Tripp Ave	War Memorial Dr	2008	4,317
Bigelow St	War Memorial Dr	Stratford Dr	2009	1,549
Bigelow St	Stratford Dr	Northwood Ave	2009	3,306

DISTRICT 3 TOTAL: 19,290

DISTRICT 4

Weaverridge Blvd	W Charter Oak Rd	Stenning Dr	2000	6,222
Weaverridge Blvd	Stenning Dr	Thornhill Dr	2000	17,234

DISTRICT 4 TOTAL: 23,456

DISTRICT 5

Meadowview Dr.	Northtrail Dr	Crestpoint Ln	2000	8,236
----------------	---------------	---------------	------	-------

DISTRICT 5 TOTAL: 8,236

PROJECT TOTAL: 67,442 SY

BID FOR MICRO-SURFACING CONTRACT 2014

Item#	Item Description	Bid Quantity	Unit	Unit Cost	Item Total
1	MICRO-SURFACING, SINGLE PASS, TY. 2, MIX 'C'	67,442	SY	3.32	\$233,907.44
2	CRACK SEALING	2,000	LF	2.71	5,420.00
TOTAL BID:					229,327.44 \$

~~922~~ Corrected
 Bid:
\$223,907.44
 Rmk

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 Microsurfing Contractors, LLC

Signed by RCB

Business Address 11745 Backland Rd
ST. Louis, MO 63146

Insert Names
of Officers:

R.C. Byrne
President
R.C. Byrne
Secretary
Donald Hallmeyer
Treasurer

Attest: RCB
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: _____

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



Illinois Department of Transportation

Local Agency Proposal Bid Bond

FAS 649 (Coon Creek)

Route Microsurfacing Contract 2014

County Peoria

Local Agency City of Peoria

Section Various Roads

RETURN WITH BID

PAPER BID BOND

WE Microsurfacing Contractors, LLC, 11745 Rear Lackland Rd., St. Louis, MO 63146 as PRINCIPAL, and Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183 as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly 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 12 day of August, 2014

Principal

Microsurfacing Contractors, LLC

(Company Name)

By: Thomas Ritschel, Vice-President

(Signature and Title)

(Company Name)

By: (Signature and Title)

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

Surety

Travelers Casualty and Surety Company of America

(Name of Surety)

By: Kristan L. Lucas

(Signature of Attorney-in-Fact)

Kristan L. Lucas, Attorney-in-Fact

STATE OF MISSOURI

COUNTY OF St. Louis

I, Debra A. Woodard, a Notary Public in and for said county,

do hereby certify that Thomas Ritschel and Kristan L. Lucas

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

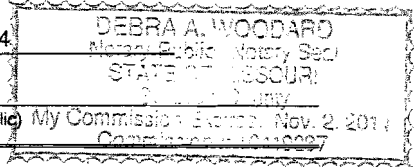
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for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

Given under my hand and notarial seal this 12 day of August, 2014

My commission expires November 2, 2014

Debra A. Woodard (Notary Public)

(Notary Public)



ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code input field

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date

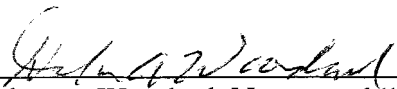
State of Missouri
County of St. Louis

On 8/12/014, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Kristan L. Lucas known to me to be Attorney-in-Fact of

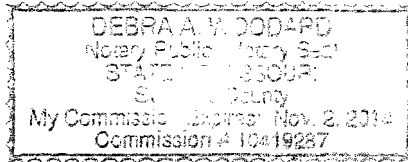
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Debra A. Woodard, Notary Public



My Commission Expires: _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227908

Certificate No. 005909062

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Dragoy, Kristan L. Lucas, Peter J. Mohs, Helen A. Antoine, Debra A. Woodard, Barbara Buchhold, Myranda Bohannon, Michael D. Wiedemeier, and Amanda L. Williams

of the City of Chesterfield, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of May, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 21st day of May, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



CITY OF PEORIA
M/WBE PARTICIPATION WAIVER REQUEST

PRIME CONTRACTOR

Name: Microsurfacing Contractors, LLC
Address: 11745 N. Lakeland Rd. ST. Louis, MO 63146
Phone: 309-694-3686
Contact Person: Tim Ritschel

PROJECT

Name: Microsurfacing Contract 2014

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: [Signature] V.P.
(Company Official)

DATE: 8-11-14

FOR OFFICE USE ONLY

APPROVED DISAPPROVED

REVIEWED BY DATE

* Micro-surfacing is a specialized application that requires special equipment and trained, experienced personnell. Our company performs all the work.



ADDENDUM NO. #1

**CITY OF PEORIA
MICRO-SURFACING CONTRACT-2014
BID OPENING TUESDAY AUGUST 12, 2014 @ 11:00 AM AT PEORIA PUBLIC WORKS**

Addendum Issued: August 1, 2014

RE: **Addendum #1** for the Micro-surfacing Contract-2014

The following shall be considered part of the Contract documents.

REVISED BID DOCUMENT (Issued with this Addendum):

- 1) Page #9 – change bid quantity from 50,208 SY to 67,442 SY
- 2) Page #9 – add pay item Crack Sealing 2,000 LF
- 3) Page #34- Use Mixture C

This addendum must be acknowledged as part of the submittal package. Failure to do so may subject Bidder to Disqualification.

Sincerely,

A handwritten signature in cursive script that reads "Andrea Klopfenstein".

Andrea Klopfenstein, P.E.
Project Engineer

BID FOR MICRO-SURFACING CONTRACT 2014

Item#	Item Description	Bid Quantity	Unit	Unit Cost	Item Total
1	MICRO-SURFACING, SINGLE PASS, TY. 2, MIX 'C'	67,442	SY		\$
2	CRACK SEALING	2,000	LF		
TOTAL BID:					\$

SPECIAL PROVISION FOR MICRO-SURFACING

All Regional Engineers
Scott E. Stitt
Special Provision for Preventive Maintenance - Micro-Surfacing
January 13, 2012

This special provision was developed by the Bureau of Materials & Physical Research for the use of micro-surfacing treatments. Use of this special provision shall be according to Chapter 52 of the Bureau of Design and Environment Manual. It has been revised to adjust the coarse aggregate gradation in order to more closely represent available gradations.

This special provision should be inserted into preventive maintenance contracts using micro-surfacing as a surface treatment.

The designer must specify the friction aggregate mixture on the plans using the following note:

“The aggregates for the surface lift of micro-surfacing shall meet the friction aggregate requirements for Mixture C in Article 1004.03(a).”

Insert either “C” or “D” into the note to indicate which mixture is to be used according to the ADT volume on the project. $ADT \leq 5,000$ shall use Mixture C, and $ADT > 5,000$ shall use Mixture D

The districts should include the BDE Check Sheet marked with the applicable special provisions for the April 27, 2012 and subsequent lettings. The Project Development and Implementation Section will include a copy in the contract. This special provision will be available on the transfer directory January 13, 2012.

80220m

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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, August 12, 2014**, and at that time publicly opened and read.

2. Description of Work.

(A) Proposed improvement is officially known as the **MICRO-SURFACING CONTRACT - 2014**.

(B) The proposed improvement consists of micro-surfacing hot-mix asphalt (HMA) surfaces at locations designated in this document or as directed by the City. Work may also include pavement marking removal, rut filling, prime coat, crack sealing, bump removal, or other types of construction as needed. 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: "MICRO-SURFACING CONTRACT 2014," 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. August 12, 2014. 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 consisting of micro-surfacing hot-mix asphalt (HMA) streets at locations designated in this document or as directed by the City. Work may also include pavement marking removal, rut filling, prime coat, crack filling, bump removal or other types of construction as needed. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.

2. The specifications for the proposed improvement are those prepared for the City of Peoria Engineering Department by Clark Dietz, Inc., which specifications are designated as **MICRO-SURFACING CONTRACT - 2014**.
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
eo@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:

MICRO-SURFACING LOCATIONS

STREET NAME	FROM	TO	SURFACE YEAR	AREA SY
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DISTRICT 1

Richard Pryor Pl	Persimmon St	John Gwynn Jr. Dr	2007	7,244
Richard Pryor Pl	John Gwynn Jr. Dr	Romeo Garrett Ave	2007	4,933
Wiswall St	2931 Wiswall St	Laramie St	2005	2,200

DISTRICT 1 TOTAL: 14,377

DISTRICT 2

Isabell Ave	Richwoods Blvd	Florence Ave	2008	2,083
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DISTRICT 2 TOTAL: 2,083

DISTRICT 3

Peoria Ave	Forrest Hill Ave	Odell Pl	2008	1,320
Peoria Ave	Odell Pl	War Memorial Dr	2008	6,900
Missouri Ave	Odell Pl	Ellington Dr	2008	809
Missouri Ave	Ellington Dr	Tripp Ave	2008	1,089
Missouri Ave	Tripp Ave	War Memorial Dr	2008	4,317
Bigelow St	War Memorial Dr	Stratford Dr	2009	1,549
Bigelow St	Stratford Dr	Northwood Ave	2009	3,306

DISTRICT 3 TOTAL: 19,2'

DISTRICT 4

Weaverridge Blvd	W Charter Oak Rd	Stenning Dr	2000	6,222
Weaverridge Blvd	Stenning Dr	Thornhill Dr	2000	17,234

DISTRICT 4 TOTAL: 23,456

DISTRICT 5

Meadowview Dr.	Northtrail Dr	Crestpoint Ln	2000	8,236
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DISTRICT 5 TOTAL: 8,236

PROJECT TOTAL: 67,442 SY

BID FOR MICRO-SURFACING CONTRACT 2014

Item#	Item Description	Bid Quantity	Unit	Unit Cost	Item Total
1	MICRO-SURFACING, SINGLE PASS, TY. 2, MIX 'C'	50,208	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: _____ By: _____
(Signature and Title) (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: _____
 Address: _____
 Phone: _____
 Contact Person: _____
 Email: _____
 Ownership Status: MBE ___ WBE ___ M/WBE ___ Non-M/WBE ___

Name: _____
 Total Contract Value: _____

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

Name: _____

Address: _____

Phone: _____

Contact Person: _____

PROJECT

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 micro-surfacing hot-mix asphalt (HMA) surfaces at locations designated in this document or as directed by the City. Other work may also include but not be limited to traffic control, pavement marking removal, rut filling, prime coat, crack sealing, bump removal, or other types of construction as needed. 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 Micro-surfacing Locations table on page 10. 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 within 30 working days, 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.

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 project the contractor an any Subcontractor performing work covered by this project, from claims for damages in an amount not less than \$1,000,000 Combined Bodily Injury and Property Damage.

UMBRELLA COVERAGE

The Contractor shall take out and maintain during the life of the project such Umbrella or Excess Liability coverage as shall protect 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 the 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, AmerenILLINOIS, 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 on each work order.

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.

It is the responsibility of the Contractor to post "NO PARKING" signs at least one day in advance of seal-coating 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 City Police Dispatcher 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 JULY 2014

(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		26.470	27.970	1.5	1.5	2.0	7.700	15.07	0.000	0.800
ASBESTOS ABT-GEN		HWY		29.580	31.080	1.5	1.5	2.0	7.700	16.19	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		36.750	39.750	2.0	2.0	2.0	7.070	15.84	0.000	0.350
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		27.090	28.840	1.5	1.5	2.0	8.140	14.76	0.000	0.500
CEMENT MASON		HWY		28.280	29.780	1.5	1.5	2.0	8.140	15.13	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		BLD		34.820	37.320	1.5	1.5	2.0	5.600	11.07	0.000	0.400
ELECTRONIC SYS TECH		BLD		27.480	29.480	1.5	1.5	2.0	5.850	10.52	0.000	0.400
ELEVATOR CONSTRUCTOR		BLD		41.070	46.200	2.0	2.0	2.0	12.73	13.46	3.290	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		42.850	45.350	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER		BLD		31.810	33.710	1.5	1.5	2.0	9.390	12.91	0.000	0.540
IRON WORKER		HWY		35.340	37.340	1.5	1.5	2.0	9.390	12.91	0.000	0.540
LABORER		BLD		25.470	26.970	1.5	1.5	2.0	7.700	15.07	0.000	0.800
LABORER		HWY		28.830	30.330	1.5	1.5	2.0	7.700	16.19	0.000	0.800
LABORER, SKILLED		BLD		25.870	27.370	1.5	1.5	2.0	7.700	15.07	0.000	0.800
LABORER, SKILLED		HWY		29.130	30.630	1.5	1.5	2.0	7.700	16.19	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		35.340	37.340	1.5	1.5	2.0	9.390	12.91	0.000	0.540

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	37.000	40.000	1.5	1.5	2.0	7.000	17.48	0.000	3.000
OPERATING ENGINEER	HWY 2	34.400	40.000	1.5	1.5	2.0	7.000	17.48	0.000	3.000
OPERATING ENGINEER	HWY 3	30.110	40.000	1.5	1.5	2.0	7.000	17.48	0.000	3.000
PAINTER	ALL	33.000	35.000	1.5	1.5	1.5	10.00	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
PILEDRIIVER	BLD	31.380	33.630	1.5	1.5	2.0	8.000	14.71	0.000	0.520
PILEDRIIVER	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	27.770	29.770	1.5	1.5	2.0	8.140	13.71	0.000	0.650
PLUMBER	BLD	34.520	37.630	1.5	1.5	2.0	7.000	13.31	0.000	0.900
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	35.340	37.340	1.5	1.5	2.0	9.390	12.91	0.000	0.540
SPRINKLER FITTER	BLD	37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STEEL ERECTOR	HWY	35.340	37.340	1.5	1.5	2.0	9.390	12.91	0.000	0.540
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		28.900	30.400	1.5	1.5	2.0	7.700	14.86	0.000	0.800
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	31.230	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	ALL 2	31.680	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	ALL 3	31.890	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	ALL 4	32.180	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	ALL 5	33.020	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C 1	24.980	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C 2	25.340	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C 3	25.510	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C 4	25.740	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TRUCK DRIVER	O&C 5	26.420	0.000	1.5	1.5	2.0	10.30	4.840	0.000	0.250
TUCKPOINTER	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 nozzlemen, gunnite pump men & pots, kettlemen & carriers of men handling hot stuff, sandblaster nozzle men, sandblasting pump men & pots, setting up and using concrete burning bars, wood block setters, underpinning & shoring of existing buildings, and the unload-ing and handling of all material coated with creosote.

LABORER, SKILLED - HIGHWAY

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

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types;

Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; DrottYumbo 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 /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; DrottYumbo & 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 planestreeets); 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 paid for by each pay item.

TRAFFIC CONTROL & PROTECTION

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

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.

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.

Excavated material to remain on the job site shall be placed as directed by the City.

SALVAGING EXISTING MATERIALS

All existing municipally-owned castings, pipes, and other 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 excavated and 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 **MICRO-SURFACING CONTRACT - 2014**, 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.

PAVEMENT STRIPING REMOVAL

Pavement striping removal will be done under a separate contract. The known pavement striping includes skip dash striping along the length of Richard Pryor Place and stop bars and cross walks at the intersections of Richard Pryor Place and John Gwynn Jr. Drive, and Richard Pryor Place and Romeo Garrett Avenue.

PAVEMENT STRIPING

The City will replace the pavement striping.

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.

SPECIAL PROVISION FOR MICRO-SURFACING

All Regional Engineers
Scott E. Stitt
Special Provision for Preventive Maintenance - Micro-Surfacing
January 13, 2012

This special provision was developed by the Bureau of Materials & Physical Research for the use of micro-surfacing treatments. Use of this special provision shall be according to Chapter 52 of the Bureau of Design and Environment Manual. It has been revised to adjust the coarse aggregate gradation in order to more closely represent available gradations.

This special provision should be inserted into preventive maintenance contracts using micro-surfacing as a surface treatment.

The designer must specify the friction aggregate mixture on the plans using the following note:

“The aggregates for the surface lift of micro-surfacing shall meet the friction aggregate requirements for Mixture __ in Article 1004.03(a).”

Insert either “C” or “D” into the note to indicate which mixture is to be used according to the ADT volume on the project. $ADT \leq 5,000$ shall use Mixture C, and $ADT > 5,000$ shall use Mixture D

The districts should include the BDE Check Sheet marked with the applicable special provisions for the April 27, 2012 and subsequent lettings. The Project Development and Implementation Section will include a copy in the contract. This special provision will be available on the transfer directory January 13, 2012.

80220m

PREVENTIVE MAINTENANCE-MICRO-SURFACING (BDE)

Effective: January 1, 2009

Revised: April 1, 2012

DESCRIPTION

This work shall consist of micro-surfacing hot-mix asphalt (HMA) surfaces.

MATERIALS

Materials shall be according to the following.

- (a) Micro-Surfacing. Materials shall be according to the following Articles/Sections of the Standard Specifications.

Item	Article/Section
(1) Mineral Filler (Note 1)	1001
(2) Water	1002
(3) Coarse Aggregate (Note 2)	1004.03
(4) Bituminous Material (Prime Coat)	1032.06
(5) Latex-Modified Emulsified Asphalt (Note 3)	
(6) Additives (Note 4)	

Note 1. The mineral filler shall be Type I portland cement.

Note 2. The coarse aggregate material shall be selected from the table in Article 1004.03(a) of the Standard Specifications based upon the friction aggregate mixture specified. The quality of the aggregate shall be Class B and the gradation shall be as shown in the table below.

Sieve Size	Type II % Passing	Type III % Passing ^{1/}
3/8in.(9.5mm)	100	100
#4(4.75mm)	95±5	80±10
#8(2.36mm)	77±13	57±13
#16(1.18mm)	57±13	39±11
#30(600µm)	35±10	26±8
#50(330µm)	19±6	18±7
#100(150µm)	15±6	12±6
#200(75µm)	10±5	10±5

1/ Rut filling mixes shall be constructed using a Type III gradation. All surface mixes shall be constructed using a Type II gradation.

To assure the material is totally crushed, 100 percent of the parent aggregate shall be larger than the largest stone in the gradation to be used.

The blending, alternate use, and /or substitutions of aggregates from different sources for use in this work will not be permitted without the approval of the Engineer. Any blending shall be by interlocked mechanical feeders. The blending shall be uniform, compatible with the other components of the mix, and the equipment shall be approved by the Engineer.

If blending aggregates, the blend shall have a washed gradation performed every other day or a minimum of three tests per week. Testing shall be completed before the aggregate receives final acceptance for use in the mix. All gradation tests shall be conducted according to the aggregate gradation control system (AGCS).

Aggregates shall be screened at the stockpile prior to delivery to the paving machine to remove oversized material or contaminants.

Note 3. CSS-1h Latex Modified Emulsified Asphalt. The emulsified asphalt shall be a quick-traffic latex modified asphalt emulsion containing a minimum of 3.0 percent latex solids by weight of asphalt binder. The latex shall be milled or blended into the emulsifier solution prior to the emulsification process. The CSS-1h latex modified emulsified asphalt shall be according to the following.

Test (AASHTO T 59)	Result
Viscosity, Saybolt Furol, 77 °F (25 °C), SFS	20-100
Storage Stability Test, 24 hours, %	1 max.
Particle Charge Test	Positive
Sieve Test, No.20 (850µm), retained on sieve, %	0.10 max.
Distillation Test, Residue from distillation test to 347±9 °F (175 ± 5 °C),%	62min.

Tests on residue from distillation	Result
Penetration, 77 °F (25 °C), 100 grams, 5 seconds, (AASHTOT49), dmm	40-90
Ductility, 77 °F (25 °C), 50 mm/min, (AASHTO T 51), mm	400 min.
Solubility in trichloroethylene, (AASHTOT44), %	97.5 min.
Softening Point, (AASHTOT53), °F (°C)	135 (57) min.
Absolute Viscosity, 140 °F (60 °C), (AASHTO T 202), Poises (Pa-sec)	8,000 (800) min.

Note 4. Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They shall be included as part of the mix design and be compatible with the other components of the mix.

(b) Crack/Joint Sealant. The crack/joint sealant shall be a fiber-modified asphalt binder mixed at the jobsite or premixed.

(1) Jobsite-Mixed Sealant. The sealant shall consist of an asphalt binder and fibers, and be according to the following.

a. Asphalt Binder. The asphalt binder shall be PG 58-28, PG 58-22, or PG 64-22 and meet the requirements of Article 1032.05 of the Standard Specifications.

b. Fibers. Fibers shall be short cut polypropylene fibers meeting the properties listed below. The fiber may be accepted on certification from the manufacturer that it meets the specified requirements.

Property	Value
Length, in.(mm)	0.3-0.5 (8-12)
Denier	13-16
Crimps	None
Tensile Strength, min., psi (kPa)	40,000 (275,000)
Specific Gravity (typical)	0.91
Moisture Regain @70 °F (21 °C) and 65% RH (typical), %	0.1

c. Percent Fibers. The sealant shall contain a minimum of 8.0 percent of fibers by weight (mass).

d. Sealant Heating. The sealant shall be heated in the kettle at temperatures between 255 and 285 °F (124 and 141 °C).

(2) Premixed Sealant. The sealant shall be packaged and consist of an asphalt binder, fibers, and other modifiers meeting the following requirements. The sealant and its components may be accepted on certification from the manufacturer that it meets the specified requirements.

a. Asphalt Binder. The asphalt binder shall be PG 64-22 and meet the requirements of Article 1032.05 of the Standard Specifications.

b. Fibers. Fibers shall be short cut polyester fibers meeting the following.

Property	Value
Length, in. (mm)	0.25±0.02 (6.3±0.5)
Denier	3-6
Crimps	None
Tensile Strength, minimum, psi (kPa)	70,000 (482,000)
Specific Gravity (typical)	1.32-1.40
Elongation at Break, %	35-38
Melt Temperature, °F (°C)	475-490 (246-254)

c. Percent Fibers. The sealant shall contain 5.0 ± 0.5 percent of fibers by weight

(mass).

The sealant, in its final form, shall meet the following requirements when sampled and heated to the manufacturer's recommended maximum heating temperature according to ASTM D 5167.

Test	Value
Cone Penetration@77°F(25°C), ASTM D5329	10-35dmm
Softening Point, ASTM D36	175°F(79°C)min.
Maximum Heating Temperature	400°F(204°C)
Application Temperature	350°F(177°C)min.

EQUIPMENT

Equipment shall be according to the following.

(a) Micro-Surfacing. Equipment shall be according to the following.

(1) Micro-Surfacing Mixing Machine. The machine shall be either a continuous (self loading) machine or a non-continuous (self-contained) machine depending on the size of the project as described below. Both types of machines shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls. The mixing unit shall be able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving multi-blade, double shafted mixer.

Machines that are the continuous (self-loading) type shall be an automatic sequenced, self-propelled, continuous-flow mixing unit able to discharge the mixed product on a continuous-flow basis. The machine shall be equipped to allow the operator to have full control of the forward and reverse speeds during applications of the material and be equipped with opposite-side driver stations to assist in alignment.

Non-continuous (self-contained) machines will be allowed on projects with a length of 2 lane-miles (3.2 lane-km) or less. For mainline paving, the Contractor shall have at least three self-contained machines in continuous operation to ensure appropriate production rates. Self-contained machines will also be allowed on shoulders, ramps, short applications such as bridge decks, or where the material can be placed in a single loading capacity of the machine.

Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the Engineer prior to construction. Each new or different aggregate requires a new calibration. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 30 days have lapsed. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine metering devices. Prior to the calibration process, portable scales used to calibrate the mixing machine for emulsion and aggregate shall be checked with 25 lb and 50 lb weights, respectively. Results from the standard weight checks shall be furnished to the Engineer. No machine will be allowed to work on the project until the calibration has been

completed and/or accepted.

(2) Micro-Surfacing Spreader. The mixture shall be agitated and spread uniformly in the surfacing box by means of twin shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

A secondary strike-off shall be provided to improve surface texture on the surface course. The secondary strike-off shall have the same adjustments as the spreader box and shall not bounce, wobble, or chatter.

When required on the plans, before the final surface course is placed, preliminary micro-surfacing material may be required to fill ruts, utility cuts, depressions in the existing surface, etc. Ruts of 1/2 in. (13 mm) or greater in depth shall be filled independently with a rut-filling spreader box, either 5 or 6 ft (1.5 or 1.8 m) in width. For irregular or shallow rutting of less than 1/2 in. (13 mm) in depth, a full-width scratch-coat pass may be used as directed by the Engineer utilizing either a stiff primary rubber or else a metal primary strike off. Ruts that are in excess of 1 1/2 in. (38 mm) in depth may require multiple placements with the rut-filling spreader box to restore the cross-section. All rut-filling level-up material should cure under traffic for a minimum of 24 hours before additional material is placed on top of the level up.

(3) Micro-Surfacing Proportioning Devices. Individual volume or weight controls for proportioning each material to be added to the mix (i.e. aggregate, mineral filler, emulsified asphalt, additive, and water) shall be provided and properly marked. These proportioning devices are used in material calibration and determining the material output at any time. Calibration records, conversion formulas, and daily run sheets including the beginning and final numbers shown on the proportioning devices shall be submitted to the Engineer for approval. During production any deviations from the original JMF shall be approved by the Engineer.

(b) Crack/Joint Sealing. Equipment shall be according to the following.

(1) Air Compressor. The air compressor shall be capable of producing a minimum pressure of 90 psi (620 kPa) at the end of the discharge hose. The air stream shall discharge onto the pavement through an appropriate air lance. The tool lubricator shall be bypassed and a filter installed on the discharge valve to keep water and oil out of the line.

(2) Oil Kettle. The crack sealant shall be heated in an oil jacketed double wall kettle equipped with an agitator (reversing rotary auger action) and separate thermometers for the oil bath and mixing chamber. The unit shall also be equipped with a reversible hydraulic 2 in. (50 mm) hot asphalt pump and a recirculating pump to circulate the oil bath.

CONSTRUCTION REQUIREMENTS

GENERAL

The paving mixture shall be capable of filling up to 1 1/2 in. (38 mm) wheel ruts in one pass, be capable of field regulation of the setting time, and be suitable for nighttime placement. The compatibility of all ingredients of the mix, including the mix set additive, shall be certified by the emulsified asphalt manufacturer.

WEATHER LIMITATIONS

Placement of the micro-surfacing shall be done between May 1 and October 15, and when the temperature is at least 50 °F (10° C) and rising and the forecast for the next 24 hours is above 40 °F (5° C).

MIX DESIGN

A Contractor provided laboratory shall develop the mix design for the microsurfacing mixture, shall verify the functioning of the set regulating additives, and shall present certified test results for the Engineer's approval. This laboratory shall be recognized by the International Slurry Surfacing Association (ISSA) as being capable of performing mix designs. The Engineer will verify the laboratory tests required in ISSA A143 have been conducted.

Proportions for the mix design shall be within the following limits.

Mineral Aggregate, dry weight (mass) lb/sq yd (kg/sq m)	15-50(8-30)
Latex Emulsified Asphalt Residue, % by wt. of Aggregate	5.5-10.5
Latex Base Modifier	As required with % by weight (mass) of binder, min. of 3.0
Mix Set Additive	As required
Mineral Filler, % by weight (mass) of Aggregate	0.25-3 depending on weather conditions

The amount of mineral filler needed shall be determined by the laboratory mix design and will be considered as part of the aggregate gradation.

The amount and type of latex shall be determined by the laboratory performing the mix design. The minimum amount required shall be based on asphalt weight content and shall be certified by the emulsion supplier.

Compatibility of the aggregate, latex-modified emulsified asphalt, mineral filler, and other additives shall be verified by the mix design. The materials shall meet the following requirements for ISSA A143.

ISSA Test No.	Description	Specification
ISSA TB-139	Wet Cohesion @ 30 minutes min. (Set) @ 60 minutes min. (Traffic)	12 kg-cm min. 20 kg-cm min. or Near Spin
ISSA TB-109	Excess Asphalt by LWT Sand Adhesion	50 gm/sq ft (538 gm/sq m) max.
ISSA TB-114	Wet Stripping	Pass (90% min.)
ISSA TB-100	Wet-Track Abrasion Loss One-hour Soak Six-day Soak	50 gm/sq ft (538 gm/sq m) max. 75 gm/ sq ft (807 gm/sq m) max.
ISSA TB-147	Lateral Displacement	5% max.
	Specific Gravity after 1,000 Cycles of 25 lb (11.34 kg)	2.10 max.
ISSA TB-144	Classification Compatibility	11 Grade Points min. (AAA, BAA)
ISSA TB-113	Mix Time@ 77 °F (25 °C)	Controllable to 120 seconds Min.

The mixing test and set-time test shall be checked at the highest temperatures expected during construction.

The mix design shall report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report shall clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive usage, and latex modified asphalt emulsion based on the dry weight of the aggregate.

For the aggregate blend in the mix design, test results for AASHTO T 176 shall be provided with the mix information to the Engineer. Aggregate test values below 65 shall require review and approval from the Engineer.

Before the work commences, the Contractor shall submit to the Engineer a complete mix design covering the specific materials to be used on the project. The percentages of each individual material required shall be shown in the laboratory report. The Engineer shall approve the mix design prior to its use. After approval, no substitutions will be permitted, unless approved by the Engineer, and the Contractor shall maintain continuous control of the latex-modified emulsified asphalt to dry aggregate proportioning to conform to the approved mix design within a tolerance of ± 2 gal/ton (± 8 L/metric ton).

Test Strip. For projects over 100,000 sq yd (83,600 sq m), at least one day prior to starting the project the Contractor shall designate a mutually agreeable location and apply a test strip of micro-surfacing using the aggregate indicated in the mix design. The Engineer will evaluate the micro-surfacing application rate and cure time.

SURFACE PREPARATION

Pavement markings shall be removed according to Article 783.03(a) of the Standard Specifications. Only very small particles of tightly adhering existing markings may remain in place.

When specified in the plans, pavement markers shall be removed according to Article 783.03(b) of the Standard Specifications.

Bumps greater than or equal to 1/2 in. (13 mm) shall be removed by grinding. The Contractor shall determine bump grinding locations in the presence of the Engineer by using a 16-ft (5-m) straightedge with the scratcher bolts set to 1/2 in. (13 mm). All locations marked by the scratcher bolts shall be ground using either a grinding machine consisting of multiple saws or a cold-milling machine with a double- or triple-wrap milling head.

Joints and cracks 3/16 in. (5 mm) or wider shall be cleaned of loose and unsound material and sealed. The sealant shall be applied only when the joints and cracks are clean and dry, and the ambient temperature is 40-85 °F (4-29 °C). The sealant shall be applied using a pressurized wand delivery system with such devices as necessary to seal the cracks/joints and form a nominal 0.125 in. (3 mm) thick by 3 in. (75 mm) wide overseal band centered so that the center of the 3 in. (75 mm) wide band is within 1 in. (25 mm) of the crack. The sealant shall be allowed to cure before opening to traffic. When approved by the Engineer, the sealant may be dusted with fine sand, portland cement, or mineral filler to prevent tracking.

MICRO-SURFACING

The micro-surfacing shall be applied as shown on the plans and the following.

(a) Preparation. Prior to applying the micro-surfacing, the pavement surface shall be cleaned. On highly oxidized surfaces, a prime coat shall be applied at a rate of 0.05- 0.10 gal/sq yd (0.22-0.45 L/sq m) according to Article 406.05(b) of the Standard Specifications. Manholes, valve boxes, drop inlets, and other service entrances shall be protected from the micro-surfacing by a suitable method. The surface preparation shall be approved by the Engineer prior to the application of the micro-surfacing. No dry aggregate either spilled from the lay-down machine or existing on the road will be permitted.

The Contractor shall apply the micro-surfacing according to the following methods.

(1) Micro-Surfacing Rut Filling. This method shall consist of filling each of the two wheelpath ruts in a lane using the specially designed rutbox and the rutfill (Type III) mix. It shall be the Contractor's responsibility to determine and estimate the quantities of rutfill mix required for rut filling. This work is then followed by one pass of micro-surfacing as described below.

(2) Micro-Surfacing, Single Pass. This method shall consist of applying the surface mix over the entire width of each lane in one pass at an application rate of 20 lb/sq yd (11 kg/ sq m).

Determinations of application rates shall be from daily readings taken from the material control devices during the progress of the work.

The pavement surface shall be prewetted by water fogging ahead of the spreader box when

road conditions require, as determined by the Engineer. The rate of fogging shall be adjusted during the day based on pavement temperature, surface texture, and dryness.

The paving mixture shall be spread to fill minor cracks and shallow potholes and leave a uniform surface. Care shall be taken when rut filling to restore the designed profile of the pavement cross section. Excess crowning (over-filling) of rut areas shall be avoided. A sufficient amount of material shall be carried at all times in all parts of the spreader box to ensure complete coverage. Overloading of the spreader shall be avoided. No lumps or uncoated aggregate will be permitted in the finished surface.

Adjustments to the mix design may be required during construction, based on field conditions. The percent of mineral filler in the mix design may be increased or decreased by less than 0.3 percent when the slurry seal is being placed if it is found to be necessary for better consistency or set times. The Engineer will give final approval for all adjustments.

(b) Mix Consistency. The finished product shall be uniform in color and composition. No streaks, such as those caused by oversized aggregate, shall be left in the finished surface. If excess streaking develops, the job will be stopped until the Contractor proves to the Engineer that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2 in. (13 mm) wide and 4 in. (100 mm) long, or 1 in. (25 mm) wide and 3 in. (75 mm) long, in any 30 sq yd (25 sq m) area. No transverse ripples or longitudinal streaks of 0.25 in. (6 mm) in depth will be permitted, when measured by placing a 10 ft (3 m) straightedge over the surface.

(c) Mix Stability. The micro-surfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Under no circumstances shall water be sprayed directly into the lay-down box while placing micro-surfacing material.

(d) Joints and Edges. The Contractor shall devise a joint plan according to ISSA A143 and submit to the Engineer for approval. When practical, the surface course joint shall be at least 10 in. (255 mm) away from the nearest edge of any subsequent permanent pavement markings.

Micro-surfacing edges shall be parallel with the existing pavement edges. If the existing pavement edge cannot be used to give a straight edge, a stringline or other guide will be required. Edge lines shall not vary by more than ± 2 in. (50 mm) horizontally in any 100 ft (30 m) of length.

A smooth, neat seam shall be provided where two passes meet. Excess material shall be immediately removed from the ends of each run. Any damage to, or irregularities in, the micro-surfacing shall be repaired, as directed by the Engineer. All repairs shall be made with a paver box, except areas designated as hand work areas.

(e) Hand Work. Those areas inaccessible to the spreader box and approved by the Engineer shall be designated as hand work areas. Adjustments to the additive will be permitted to provide a slower setting time when hand spreading is needed. If hand spreading is necessary, the mixture shall be poured in a small windrow along one edge of the surface to be covered and then spread uniformly by a hand squeegee or lute. Hand work areas shall have an appearance consistent with that being placed with a spreader box.

CLEAN-UP

All areas, such as manholes, gutters, and intersections, shall have the microsurfacing mix removed as specified by the Engineer. The Contractor shall, on a daily basis, remove any debris associated with the performance of the work.

SAMPLING AND TESTING

The Contractor shall check yield of the application after the first 1000 ft (300 m), and throughout each day's paving, with a minimum of three tests per day. Yield check results shall be furnished to the Engineer daily.

The Contractor shall submit a daily "run sheet" for each day's work as soon as all the data is available. The run sheet shall provide a breakdown of the actual meter numbers and quantities of all materials actually used each day, as well as the respective locations.

OPENING TO TRAFFIC

The micro-surfacing shall be opened to traffic within one hour of its application.

CURING

The micro-surfacing shall cure for a minimum of 7 days before placement of the permanent pavement markings.

METHOD OF MEASUREMENT

This work will be measured for payment as follows.

(a) Contract Quantities. The requirements for the use of contract quantities shall conform to Article 202.07(a) of the Standard Specifications.

(b) Measured Quantities. Crack/Joint sealing will be measured for payment in feet (meters), measured along the crack.

Pavement marking removal will be measured for payment according to Article 783.05 of the Standard Specifications.

The micro-surfacing will be measured according to the following for the method of application provided in the plans.

(1) Micro-Surfacing Rut Filling. Micro-surfacing rut filling will be measured for payment in place in feet (meters) along the wheel path or filled rut.

(2) Micro-surfacing, Single Pass. Micro-surfacing, single pass will be measured for payment in place and the area computed in square yards (square meters). The width for measurement will be the width of the top surface as shown on the plans or as directed by the Engineer.

Prime coat, when required, will be measured for payment according to Article 406.13(b) of the Standard Specifications.

BASIS OF PAYMENT

Crack/joint sealing will be paid for at the contract unit price per foot (meter) of FIBER-MODIFIED ASPHALT CRACK SEALING.

Bump removal will be paid for at the contract unit price per each for BUMP REMOVAL.

Pavement marking removal and pavement marker removal will be paid for according to Article 783.06 of the Standard Specifications.

Rut filling will be paid for at the contract unit price per foot (meter) for MICRO- SURFACING RUT FILLING.

Micro-surfacing, single pass will be paid for at the contract unit price per square yard (square meter) for MICRO-SURFACING, SINGLE PASS, of the gradation type and friction aggregate mixture specified.

Prime coat, when required, will be paid for according to Article 406.14 of the Standard Specifications.

80220

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 contracts

or subcontracts with the City of Peoria.

- (J) That during the performance of this contract, the Contractor agrees: that it will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment utilizing examples; (iv) the contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act (Public Act 87-1257). A copy of the policies shall be provided to the Illinois Department of Human Rights or the City of Peoria upon request.

- (K) That during the performance of this contract, the Contractor agrees that they do not and will not maintain or provide for their employees, any segregated facilities at any of their establishments, or permit employees to perform their services at any location under their control where segregated facilities are maintained.

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

**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

Date: _____

____ Subcontractor. Complete Part 1
____ Self-Performance. Complete Part 2

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 MICRO-SURFACING CONTRACT - 2014 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: _____
No.: _____

Truck

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

Postage
Stamp
Required

City of Peoria

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

Attn: _____

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