

SUBMITTED BY:

Corrective Asphalt Materials, LLC  
CONTRACTOR'S NAME

P.O. Box 87129  
CONTRACTOR'S ADDRESS

South Roxana, IL 62087  
CITY, STATE, ZIP

STATE OF ILLINOIS  
CITY OF PEORIA  
COUNTY OF PEORIA

SPECIFICATIONS, PLANS, MATERIAL  
QUANTITIES AND CONTRACT PROPOSAL

FOR THE

**RECLAMITE/CRF CONTRACT - 2014**

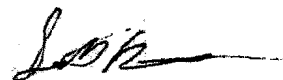
City Project No.: 401-PB1408

TO BE CONSTRUCTED UNDER THE PROVISIONS OF  
THE CITY OF PEORIA



*Council Awarded: Aug. 26, 2014 #14-354*

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



Scott D. Reise, 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 CORRECTIVE ASPHALT MATERIALS, 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 Not to Exceed a total of ONE HUDNRED SIXTY EIGHT THOUSAND, SEVEN HUNDRED NINETY-NINE DOLLARS AND 92/100 --(\$168,799.92)

2. AND IT IS ALSO UNDERSTOOD AND AGREED that the Special Provision, Proposal and Contract Bond attached, and the Plans for the RECLAMITE/CRF RESTORATIVE SEAL 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.

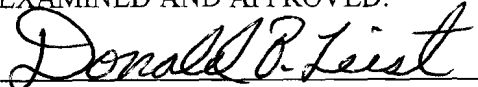
IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

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:**


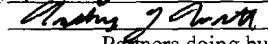
*(If a Corporation)*

\_\_\_\_\_  
Corporate Name

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

*(If a Co-Partnership)*  
 (SEAL)   
 (SEAL)

Partners doing business under the firm name of  
Corrective Asphalt Materials, LLC

*(If an Individual)*  
\_\_\_\_\_  
(SEAL)

CITY OF PEORIA  
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That I/we CORRECTIVE ASPHALT MATERIALS, LLC

an individual, of N/A

a co-partnership, of N/A

a corporation organized under the laws of the State of Illinois

as Principal, and Merchants Bonding Company

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

Peoria, Peoria County, State of Illinois, in the penal sum of ONE HUNDRED SIXTY-EIGHT THOUSAND, SEVEN HUNDRED AND NINETY-NINE DOLLARS AND 92/100 --(\$168,799.92)


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 RECLAMITE/CRF RESTORATIVE SEAL 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 17th day of September, 2014.

FOR THE CITY OF PEORIA

Corrective Asphalt Materials, LLC  
  
Principal

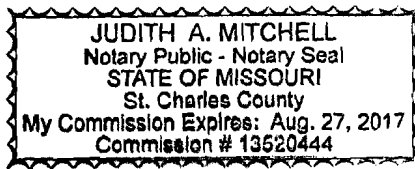
EXAMINED AND APPROVED:

Donald B. Leist  
Corporation Counsel

Merchants Bonding Company  
Brandi Bullock  
Sureties  
Brandi Bullock, Attorney-In-Fact

State of Missouri  
County of Jefferson

On this 17<sup>th</sup> day of September, 2014, before me personally appeared  
Brandi Bullock to me known to be an Attorney-in-Fact of  
Merchants Bonding Company the corporation described in the  
within instrument, and he acknowledged that he executed the within instrument as the act of the said  
Company in accordance with authority duly conferred upon him by said Company.



Judith A. Mitchell  
Notary Public

**MERCHANTS**  
**BONDING COMPANY,™**  
**POWER OF ATTORNEY**

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

Don K Ardolino, Brandi Bullock, Kim Connell, William P. Leach, Christopher J. O'Hagan

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

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

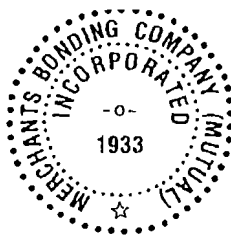
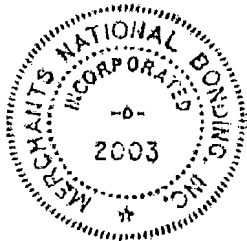
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

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

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

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of June, 2012.



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

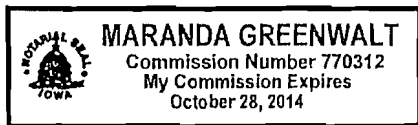
By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 6th day of June, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

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



*Maranda Greenwalt*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of September, 2014.



*William Warner Jr.*  
Secretary

STATE OF ILLINOIS  
CITY OF PEORIA

**PROPOSAL**  
**TO THE CITY OF PEORIA:**

1. Proposal of Corrective Asphalt Materials, LLC, P.O. Box 87129, South Roxana, IL 62087  
i. (Name and Address of Bidder)  
for the improvement designated in Paragraph 2 below consists of the application of two types of pavement rejuvenating agents to bituminous asphaltic concrete surface courses. The applications to be used are 'Reclamite Emulsified Maltene-Based Rejuvenator' and 'CRF Maltene-Based Restorative Seal'. This work shall be done at locations listed and in accordance with the specifications included in this document, the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2012 and as directed by the City Engineer. It will be the responsibility of the Contractor to sweep the streets both before the rejuvenator is applied and after the sand is placed. The Contractor shall furnish all materials, including sand, and provide all traffic control. The swept sand will be hauled to the City property on Darst Street or as directed by the City. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.
2. The specifications for the proposed improvement are those prepared for the City of Peoria Engineering Department by Clark Dietz, Inc., which specifications are designated as **RECLAMITE/CRF 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 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/](http://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](mailto: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.illinoispay.com](http://www.illinoispay.com) and



follow the instructions. The only exception to payment of the processing fee is neighborhood associations.

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

EEO CERTIFICATION (Check one):

We are renewing or applying for an EEO Certification Number. Employer Report Form CC-1 is completed and enclosed.

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

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

**BID FOR RECLAMITE/CRF PAVEMENT MAINTENANCE CONTRACT 2014**

<b>Item#</b>	<b>Item Description</b>	<b>Bid Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Item Total</b>
1	RECLAMITE EMULSIFIED MALTENE-BASED REJUVENATOR	67,436	SY	\$0.90	\$ 60,692.40
2	CRF MALTENE BASED RESTORATIVE SEAL	84,459	SY	\$1.28	\$108,107.52
				<b>TOTAL BID:</b>	\$168,799.92

**SIGNATURE PAGE**

(If an individual)

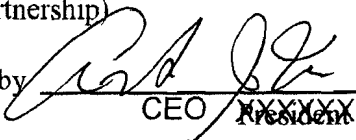
Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a partnership)

Firm Name Corrective Asphalt Materials, LLC

Signed by

  
CEO ~~President~~

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

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

(If a corporation)

Corporate Name \_\_\_\_\_

Signed by \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Insert Names  
of Officers:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

Attest: \_\_\_\_\_  
Secretary



CITY OF PEORIA
M/WBE PARTICIPATION WAIVER REQUEST

PRIME CONTRACTOR

PROJECT

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

Name: RECLAMITE/CRF 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) X

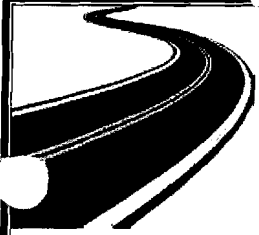
SIGNED: [Signature]
(Company Official)

DATE: 8/7/14

FOR OFFICE USE ONLY

APPROVED DISAPPROVED

REVIEWED BY DATE



**Corrective  
Asphalt  
Materials, LLC**

**Asphalt Solutions and Industrial Dust Control  
Airports • Roadways • Utilities • Parking Areas**

8-7-14

City of Peoria, IL

At: Mr. Scott D. Reeise, P.E. City Engineer

Re Specifications, Plans, Material Quantities and Contract Proposal for the Reclamite/CRF Contract-2014, City Project No.:401-PB1408  
Page 16M/WBE Participation Waiver Request, Line Item 3

Mr. Reeise,

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

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

Based on the aforementioned agreement, CAM, LLC is the sole distributor in Illinois of TRICOR Refinery's Reclamite & CRF, of which the Reclamite Preservative Seal emulsion CRF Restorative Seal emulsion is made.

And, according to Trico Refining's own website distributor information, this is the case

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

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

Best Regards,

Tony Witte, PE  
CEO Corrective Asphalt Materials, LLC  
Off 618-254-3855  
Cell 618-407-1570

030685

INVOICE NO.	INVOICE DATE	REFERENCE	GROSS	DISCOUNT	NET AMOUNT
		FORM CC-1	\$50.00		
CAM, LLC			TOTAL		\$50.00

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

**CAM, LLC**

300 DANIEL BOONE TRAIL  
P.O. BOX 861  
SOUTH ROXANA, IL 62087  
PH: (618) 254-3855



MAIN OFFICE  
STAUNTON, IL 62088

70-401/819

030685

VENDOR NO.

CHECK NO.

CHECK DATE

030685

8/7/2014

\*\*\*Fifty dollars and zero cents\*\*\*

SUM OF

CITY OF PEORIA

PAY TO THE ORDER OF

\$50.00

*Gary Bradstreet*  
MP

⑈030685⑈ ⑆081904015⑆

05179777⑈



EQUAL OPPORTUNITY OFFICE  
 419 FULTON STREET RM 403  
 PEORIA, ILLINOIS 61602  
 TELEPHONE: 309-494-8530

**EMPLOYER REPORT FORM CC-1**

Please read instructions before completing this form. Improperly completed forms will not be processed. Use black or dark blue ink. Type or print legibly. Return the completed form to the above address or submit electronically to [eo@peoriagov.org](mailto:eo@peoriagov.org). Pursuant to Chapter 17 of the Peoria Municipal Code, a fifty-dollar (\$50.00) processing fee must be submitted with each Employer Report Form CC-1

**SECTION I. PURPOSE FOR WHICH REPORT IS FILED**

- Initial registration for contract eligibility  
 Renewal registration => EEO number is

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**SECTION II. TYPE OF REPORT SUBMITTED (Check one only)**

**SINGLE-ESTABLISHMENT REPORT.**  
 This employer conducts its operations from a single location. This report contains employment figures for that location.

**MULTI-ESTABLISHMENT CONSOLIDATED REPORT.**  
 This employer operates from multiple locations. This report is filed by the headquarters and consolidates the employment figures for all locations.

**SECTION III. COMPANY IDENTIFICATION**

NAME Corrective Asphalt Materials, LLC					
ADDRESS P.O. Box 87129, 300 Daniel Boone Trail					
CITY South Roxana		COUNTY Madison		STATE IL	ZIP 62087
CONTACT PERSON / TITLE Jack Witte				CONTACT TELEPHONE 618-254-3855	
E-MAIL: jack@cammidwest.com					

**SECTION IV. FORM OF ORGANIZATION**

- INDIVIDUAL OR SOLE PROPRIETOR     CORPORATION - NOT FOR PROFIT     OTHER-EXPLAIN BELOW  
 PARTNERSHIP     GOVERNMENT ENTITY  
 CORPORATION - FOR PROFIT     EDUCATIONAL INSTITUTION

**SECTION V. CONTRACTING AGENCY**

Company will be conducting business with:

City of Peoria      \_\_\_\_\_ County of Peoria      \_\_\_\_\_ Greater Peoria Sanitary District

Disclosure of the information requested in this form is required of those companies seeking financial assistance from the City of Peoria or seeking to provide goods and/or services to the City of Peoria, County of Peoria, and/or the Greater Peoria Sanitary District (hereinafter GPSD) for remuneration. Improperly completed forms will not be processed. The \$50 processing fee must be submitted with each Employer Report Form CC-1 or paid separately online at [www.illinoisepay.com](http://www.illinoisepay.com) the only exception to payment of the processing fee is neighborhood associations. Make checks payable to the "City of Peoria".

Method of Payment     Cash     Check     Credit Card (E-pay)

**SECTION VI. WORKFORCE INFORMATION (FULL TIME ONLY)**

SEE THE INSTRUCTIONS BEFORE COMPLETING THIS SECTION.

JOB CATEGORIES	OVERALL TOTALS		WHITE (Not of Hispanic Origin)		BLACK OR AFRICAN AMERICAN		HISPANIC OR LATINO		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE	
	M	F	M	F	M	F	M	F	M	F	M	F
Office & Managers												
Professionals	3		3									
Technicians												
Sales Workers	1	1	1	1								
Office & Clerical		2		1		1						
Craft Workers (Skilled)	2		2									
Operatives (Semi-Skilled)	3		3									
Laborers (Unskilled)	2		2									
Service Workers												
<b>TOTAL</b>	<b>11</b>	<b>3</b>	<b>11</b>	<b>2</b>		<b>1</b>						

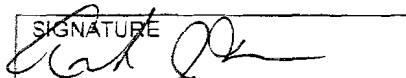
M= MALE F=FEMALE

**SECTION VII. GENERAL INFORMATION**

1 DESCRIBE THE GOODS OR SERVICES PROVIDED BY THE EMPLOYER.	Asphalt Maintenance	
	<b>YES</b>	<b>NO</b>
2. IS IT THE COMPANY'S POLICY TO RECRUIT, HIRE, TRAIN, UPGRADE, PROMOTE, AND DISCIPLINE PERSONS WITHOUT REGARD TO RACE, COLOR, SEX, RELIGION, NATIONAL ORIGIN, VETERAN STATUS, AGE, MENTAL AND/OR PHYSICAL DISABILITY?	X	
3. HAS THE COMPANY DEVELOPED A WRITTEN AFFIRMATIVE ACTION PLAN?	X	
4. HAS THE COMPANY DEVELOPED A WRITTEN SEXUAL HARASSMENT POLICY STATEMENT? ATTACH A COPY IF THIS IS THE FIRST TIME APPLYING FOR AN EEO CERTIFICATION NUMBER.	X	
5. HAS THE COMPANY NOTIFIED ITS ADVERTISING AND RECRUITMENT SOURCES THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER?	X	
6. HAS THE COMPANY BEEN CERTIFIED AS A MINORITY, WOMAN OR DISADVANTAGED BUSINESS ENTERPRISE BY A STATE OR FEDERAL AGENCY? CHECK STATUS ___ MBE ___ WBE ___ DBE ATTACH COPY IF NOT PREVIOUSLY SUBMITTED.		X
7. DOES THE CONTRACTOR UNDERSTAND AND AGREE THAT IT IS ILLEGAL TO MAINTAIN SEGREGATED FACILITIES FOR ANY OF ITS EMPLOYEES ON THE BASIS OF RACE, RELIGION, COLOR, NATIONAL?	X	
8. HAS THE COMPANY EVER BEEN DISQUALIFIED FROM CONDUCTING BUSINESS WITH A LOCAL, STATE, OR FEDERAL AGENCY? IF SO, PLEASE PROVIDE DATES AND THE REASONS FOR DISQUALIFICATION		X

**SECTION VIII. CERTIFICATION**

I certify that the information provided in this report, and in any attachments thereto, is true and accurate to the best of my knowledge and belief. The employer filing this report agrees that all applicable ordinances and administrative policies, procedures regulating affirmative action and equal employment opportunity are hereby incorporated by the individual authorized to sign this form on behalf of the employer.

SIGNATURE 	PRINT NAME & TITLE Anthony J. Witte, CEO	TELEPHONE NUMBER 618-254-3855	DATE 8/5/2014
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Client#: 1062594

CAMLLC1

**ACORD****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/05/2014

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

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

<b>PRODUCER</b> USI Midwest Saint Louis 308 North 21st Street Saint Louis, MO 63103-MO 314 436-2399		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 314 436-2399 FAX (A/C, No): 314 342-7170 E-MAIL ADDRESS:	
<b>INSURED</b> Corrective Asphalt Materials, LLC 300 Daniel Boone Trail South Roxana, IL 62087		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: ACUITY A Mutual Insurance Compa	NAIC # 14184
		INSURER B: Consolidated Construction Safet	99999
		INSURER C: Travelers Insurance Company	19038
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X92021	03/30/2014	03/30/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		X92021	03/30/2014	03/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		X92021	03/30/2014	03/30/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC00203360013*	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
C	Contractors Equipment		QT6604343B838	03/30/2014	03/30/2015	Leased/Rented Limit: \$60,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*SAFETY NATIONAL PROVIDES EXCESS W/C INSURANCE IN EXCESS OF PROGRAM RETENTIONS.

The City of Peoria, its officers, directors, employees, agents, and Representatives; and the Owner's Representative, its officers, directors, employees, agents, and Representative are included as additional insured under General Liability on a primary and non-contributory basis as respects work performed by the named insured where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Peoria 3505 N. Dries Lane Peoria, IL 61604	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Michael A. Bomber</i>
--	---

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PROPOSAL BID BOND



RETURN WITH BID

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

WE Corrective Asphalt Materials, LLC

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

as SURETY,

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 12th day of August A.D. 2014.

Principal

Corrective Asphalt Materials, LLC

By: [Signature] (Signature and Title)

(Company Name)
By: (Signature and Title)

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

Merchants Bonding Company
(Name of Surety)

Surety

By: [Signature] (Signature of Attorney-in-Fact)
Brandi Bullock, Attorney-in-Fact

STATE OF ILLINOIS,
COUNTY OF Madison

I, Ronda J. Poston, a Notary Public in and for said county, do hereby certify that Anthony J. Witte & Brandi Bullock (insert names of individuals signing on behalf of PRINCIPAL & SURETY)

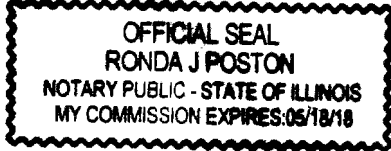
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for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

Given under my hand and notarial seal this 12th day of August A.D. 2014

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

My commission expires May 18, 2018

[Signature] (Notary Public)



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

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

Don K Ardolino, Brandi Bullock, Kim Connell, William P. Leach, Christopher J. O'Hagan

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

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

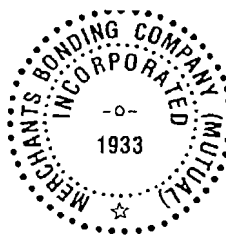
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

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

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

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of June, 2012.



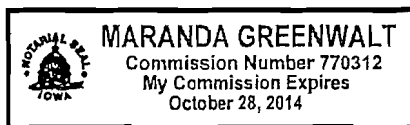
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 6th day of June, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

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

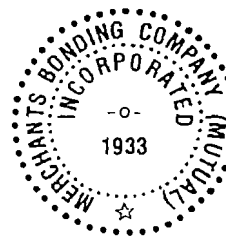


Maranda Greenwalt  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of August, 2014



William Warner Jr.  
Secretary

CAM, LLC

SEXUAL HARASSMENT POLICY STATEMENT

The company is committed to providing a workplace that is free from all forms of discrimination, including sexual harassment. Any employee's behavior that fits the definition of sexual harassment is a form of misconduct which may result in disciplinary action up to and including dismissal. Sexual harassment could also subject this company and, in some cases, an individual to substantial civil penalties.

The company's policy on sexual harassment is part of its overall affirmative action efforts pursuant to federal and state laws prohibiting discrimination based on age, race, color, religion, national origin, citizenship status, unfavorable discharge from the military, marital status, disability and gender. Specifically, sexual harassment is prohibited by Title VII of the Civil Rights Act of 1964 and the Illinois Human Rights Act.

Each employee of this company must refrain from sexual harassment in the workplace. No employee - male or female - should be subjected to unsolicited or unwelcome sexual overtures or conduct in the workplace. Furthermore, it is the responsibility of all supervisors and managers to make sure that the work environment is free from sexual harassment. All forms of discrimination and conduct which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment must be eliminated. Instances of sexual harassment must be investigated in a prompt and effective manner.

All employees of this company, particularly those in a supervisory or management capacity, are expected to become familiar with the contents of this policy and to abide by the requirements it establishes.

CAM, LLC

SEXUAL HARASSMENT POLICY

DEFINITION OF SEXUAL HARASSMENT

According to the Illinois Human Rights Act, sexual harassment is defined as:

Any unwelcome sexual advances, requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991.

One example of sexual harassment is a case where a qualified individual is denied employment opportunities and benefits after rejecting the supervisor's sexual advances or request(s) for sexual favors or the individual is terminated. Another example is when an individual is subjected to unwelcome sexual conduct by co-workers because of his or her gender which makes it difficult for the employee to perform his or her job.

Other conduct, which may constitute sexual harassment, includes:

- **Verbal:** Sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature.
- **Non-Verbal:** Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- **Visual:** Posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- **Physical:** Touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act, or actual assault.
- **Textual/Electronic:** "Sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

While the most commonly recognized forms of sexual harassment involve the types of conduct described above, non-sexual conduct can also constitute a violation of the applicable laws

when that conduct is directed at the victim because of his or her gender (for example, a female employee who reports to work every day and finds her tools stolen, her work station filled with trash and her equipment disabled by her male co-workers because they resent having to work with a woman).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

For this reason, every manager, supervisor and employee must remember that seemingly "harmless" and subtle actions may lead to sexual harassment complaints. The use of terms such as "honey", "darling" and "sweetheart" is objectionable to many women who believe that these terms undermine their authority and their ability to deal with men on an equal and professional level. And while use of these terms by an individual with authority over a female employee will rarely constitute an adverse employment action, it may lead to the creation of a hostile work environment.

Another example is the use of a compliment that could potentially be interpreted as sexual in nature. Below are three statements that might be made about the appearance of a woman in the workplace:

"That's an attractive dress you have on."

"That's an attractive dress. It really looks good on you."

"That's an attractive dress. You really fill it out well."

The first statement appears to be simply a compliment. The last is the most likely to be perceived as sexual harassment, depending on individual perceptions and values. To avoid the possibility of offending an employee, it is best to follow a course of conduct above reproach or to err on the side of caution.

Sexual harassment is unacceptable misconduct, which affects both genders. Sexual harassment will often involve a man's conduct directed at a woman. However, it can also involve a woman harassing a man or harassment between members of the same gender.

#### RESPONSIBILITY OF INDIVIDUAL EMPLOYEES

Each individual employee has the responsibility to refrain from sexual harassment in the workplace.

An individual employee who sexually harasses a fellow worker is, of course, liable for his or her individual conduct.

The harassing employee will be subject to disciplinary action up to and including discharge in accordance with company policy or any applicable collective bargaining agreement, as appropriate.

#### RESPONSIBILITY OF SUPERVISORY PERSONNEL

Each supervisor is responsible for maintaining the workplace free of sexual harassment. This is accomplished by promoting a professional environment and by dealing with sexual harassment as with all other forms of employee misconduct. It must be remembered that

supervisors are the first line of defense against sexual harassment. By setting the right example, a supervisor may discourage his or her employees from acting inappropriately. In addition, supervisors will often be the first to spot objectionable conduct or the first to receive a complaint about conduct which he or she did not observe.

The courts and the Illinois Human Rights Commission have found that organizations as well as supervisors can be held liable for damages related to sexual harassment by a manager, supervisor, employee, or third party (an individual who is not an employee but does business with an organization, such as a contractor, customer, sales representative, or repair person).

Liability is either based on an organization's responsibility to maintain a certain level of order and discipline among employees, or on the supervisor, acting as an agent of the organization. It should be noted that recent United States Supreme Court cases involving sexual harassment claims against supervisors have made the employer's liability for supervisors' actions even stricter. Therefore, supervisors must understand that their adherence to this policy is vitally important; both with regard to their responsibility to maintain a work environment free of harassment and, even more importantly, with regard to their own individual conduct. The law continues to require employers to remain vigilant and effectively remedy sexually harassing conduct perpetrated by individual(s) on their coworkers. Supervisors must act quickly and responsibly not only to minimize their own liability but also that of the company.

Specifically, a supervisor must address an observed incident of sexual harassment or a complaint, with equal seriousness, report it, take prompt action to investigate it, implement appropriate disciplinary action, take all necessary steps to eliminate the harassment and observe strict confidentiality. This also applies to cases where an employee tells the supervisor about behavior considered sexual harassment but does not want to make a formal complaint.

Also, supervisors must ensure that no retaliation will result against an employee making a sexual harassment complaint.

Furthermore, managers/supervisors should remind employees, on a regular basis, that their incoming and outgoing electronic messages on employer owned/issued equipment are subject to monitoring and that employees have no expectation of privacy on employer owned/issued electronic equipment. Inform employees that if they are subjected to inappropriate electronic communications while at work or on employer-owned equipment, or even on their personal cell phones and computers, that they should contact their supervisor or Human Resources immediately. Advise managers, supervisors, and employees not to "friend" each other on social networks and to limit their electronic messages to relevant business matters. Investigate complaints on a case-by case basis and remind employees of the company's code of conduct and ethics rules if applicable.

#### PROCEDURES FOR FILING A COMPLAINT

An employee who either observes or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, her/his supervisor and company contact:

ANTHONY J. WITTE, P.E., CEO

It is not necessary for sexual harassment to be directed at the person making a complaint.

The following steps may also be taken: document or record each incident (what was said or done, the date, the time, and the place). Documentation can be strengthened by written records such as letters, notes, memos, and telephone messages.

All charges, including anonymous complaints, will be accepted and investigated regardless of how the matter comes to the attention of the company. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

No one making a complaint will be retaliated against even if a complaint made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Proper responses to conduct which is believed to be sexual harassment may include the following:

**Electronic/Direct Communication.** If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.

**Contact with Supervisory Personnel.** At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor or

ANTHONY J. WITTE, P.E., CEO

If the harasser is the immediate supervisor; the problem should be reported to the next level of supervision or

ANTHONY J. WITTE, P.E., CEO

**Formal Written Complaint.** An employee may also report incidents of sexual harassment directly to

ANTHONY J. WITTE, P.E., CEO

ANTHONY J. WITTE, P.E., CEO

will counsel the reporting employee and be available to assist with filing a formal complaint. The company will fully investigate the complaint and advise the complainant and the alleged harasser of the results of the investigation.

**Resolution Outside Company.** The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every complaint and incident so that problems can be identified and remedied internally. However, an employee has the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR



complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days. In addition, an appeal process is available through the Illinois Human Rights Commission, (IHRC) after IDHR has completed its investigation of the complaint. Where the employing entity has an effective sexual harassment policy in place and the complaining employee fails to take advantage of that policy and allow the employer an opportunity to address the problem, such an employee may, in certain cases, lose the right to further pursue the claim against the employer.

#### ADMINISTRATIVE CONTACTS

- Illinois Department of Human Rights (IDHR)  
Chicago: 312-814-6200 or 800-662-3942  
Chicago TTY: 866-740-3953  
Springfield: 217-785-5100  
Springfield TTY: 866-740-3953  
Marion: 618-993-7463  
Marion TTY: 866-740-3953
- Illinois Human Rights Commission (IHRC)  
Chicago: 312-814-6269  
Chicago TTY: 312-814-4760  
Springfield: 217-785-4350  
Springfield TTY: 217-557-1500
- United States Equal Employment Opportunity Commission (EEOC)  
Chicago: 800-669-4000  
Chicago TTY: 800-869-8001

An employee, who is suddenly transferred to a lower paying job or passed over for promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge, also due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

An employee who has been physically harassed or threatened while on the job may also have grounds for criminal charges, such as assault or battery.

#### FALSE AND FRIVOLOUS COMPLAINTS

False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action.

Robert E. Boyer

# **Asphalt Rejuvenators “Fact, or Fable”**

**Robert E. Boyer, Ph.D., P.E.  
Senior District Engineer  
Asphalt Institute**



***ASPHALT INSTITUTE***

**2639-B Lisenby Avenue  
Panama City, FL 32405  
PH: 850-763-3363  
FAX: 850-763-253**

**Prepared for Presentation at the  
Transportation Systems 2000 (TS2K) Workshop  
San Antonio, Texas  
February 28 – March 3, 2000**

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Robert E. Boyer

## **ASPHALT REJUVENATORS – “Fact, or Fable”**

**By: Robert E. Boyer. Ph.D., P.E.**

There are numerous methods being employed for asphalt pavement preservation, including rejuvenator emulsions, asphalt emulsion fog seals, a variety of surface treatments (including slurry and micro surfacing technologies), and emerging asphalt thin overlay technologies. These methods range in cost from approximately \$0.50 to \$2.50 per square yard. To make the most of maintenance budgets, many agencies have resorted to the use of asphalt rejuvenators as an alternative to revive aging and brittle asphalt pavements. With the proven performance of asphalt rejuvenators to revive an aging pavement, the pavement engineer has an economical method to extend pavement life. This type asphalt pavement treatment has the potential to extend the life of an asphalt pavement for several years beyond the point where rehabilitation, or major reconstruction would normally be required; thus significantly decreasing the pavements annual maintenance costs.

The objective of this discussion is to establish criteria necessary to ascertain the performance of a rejuvenator; i.e., the material parameters and a method of measuring its performance. Subsequently, the results of research programs and construction projects are reviewed. Lastly, recommendations are advanced concerning the use of rejuvenators.

Robert E. Boyer

## CRITERIA FOR A REJUVENATOR

Asphalt binders cannot be represented by a single chemical formula. The American Society of Testing and Materials (ASTM) defines it as "a dark brown to black cementitious material in which the predominating constituents are bitumens which occur in nature or are obtained in petroleum processing."

Asphalt binders are, however, fractionated into two subdivisions, i.e., asphaltenes and maltenes as depicted in Figure 1. Asphaltenes (A) are defined as that fraction of the asphalt insoluble in n-pentane. The function of the asphaltenes is to serve as a bodying agent. Maltenes is the collective name for the remainder of the asphalt material left after precipitation of the asphaltenes. Four principle bodies of maltenes have been identified and each has a specific function. These four bodies are:

- Polar compounds or Nitrogen bases (N) - components of highly reactive resins, which act as a peptizer for the asphaltenes.
- First acidifins (A<sub>1</sub>) - components of resinous hydrocarbons which function as a solvent for the peptized asphaltenes.
- Second acidifins (A<sub>2</sub>) - components of slightly unsaturated hydrocarbons that also serve as a solvent for the peptized asphaltenes.

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- Saturated hydrocarbons or paraffins (P) – components of hydrocarbons, which function as a jelling agent for the asphalt components.

The cementing agent in an asphalt pavement, the asphalt binder (normally 4-7% by weight) represents the component that experiences premature hardening as a result of oxidation. Asphalt pavements, which are structurally sound, deteriorate as a result of oxidation and occasionally as a result of incorrect design or improper construction practice. The first phenomena, that of oxidation, is prevalent in all asphalt pavements, and is the subject addressed in this discussion.

In tests conducted by Rostler and White (1), it was reported that the "A" and "P" asphalt components were the most stable; and the "N", "A<sub>1</sub>", and "A<sub>2</sub>" components were more subject to oxidation in descending order, respectively. Consequently, during oxidation the "N" components convert to "A" components rapidly while the conversion process for the "A<sub>1</sub>" and "A<sub>2</sub>" components proceed at a slower rate. This process results in an increase in the "A" fraction of asphalt with time, and decreases the "N", "A<sub>1</sub>", and "A<sub>2</sub>" components. It was also reported the "the maltenes parameter  $(N+A_1)/(P+A_2)$ , the ratio of chemically more active to less reactive components present in the asphalt binder, is a measure of predictable durability."

During the process of weathering or oxidation, the ratio of maltenes to asphaltenes is reduced with the result being a dry and brittle pavement. Therefore, if a rejuvenator is to successfully resurrect an aged facility, it must be able to penetrate the pavement and to a

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limited depth improve or restore the maltenes to asphaltenes balance. A reasonable measure of the ability of a rejuvenator to improve a pavement's durability can be had:

- By comparing the penetration at 25°C (77°F) of the asphalt binder extracted from untreated and treated cores.
- By comparing the viscosity at 60°C (140°F) of the asphalt binder extracted from untreated and treated cores.
- By comparing the percentage loss of aggregate when untreated and treated samples are subjected to a pellet abrasion test.

The latter two methods were employed by Rostler and White (1) in laboratory tests performed on prototype asphalt rejuvenators. The use of asphalt viscosity and penetration values has been incorporated into the contract specifications for Federal and Public Works rejuvenation contracts.

In summary, the criteria for a rejuvenator must involve two phenomena:

- First, the product must contain maltenes fractions of asphalt in order to improve and balance the maltenes to asphaltenes ratio.
- Secondly, a test method must be employed to measure improved durability of a pavement; e.g., an asphalt penetration, viscosity, or abrasion loss test.

## TEST PROGRAMS

Billions of square yards of asphalt pavements make up more than 93 percent of the U.S. pavement infrastructure, and there is a growing interest to employ rejuvenators as an economic pavement preservation technique. Documentation regarding asphalt pavement rejuvenator practice and performance is needed to support Agency Pavement Preservation Programs. Several research efforts have been conducted in an effort to document application of the asphalt rejuvenators. They include:

- A study sponsored by the Air Force Weapons Laboratory, dated May 1970, entitled "Rejuvenation of Asphalt Pavement" (1) which consisted of a laboratory investigation of five products. The method of investigation entailed preparation of sand/asphalt briquettes composed of graded Ottawa sand, Portland cement and asphalt of specified penetration values. Test briquettes were subjected to equal application rates of five rejuvenator products, aged until one-half of the volatile constituents of the rejuvenating agent was lost, and subsequently, subjected to various tests, including permeability, depth of penetration, viscosity, and pellet abrasion. The conclusion of this study revealed that Reclamite and Koppers Bituminous Pavement Rejuvenator (BPR) performed as asphalt rejuvenators in that the viscosity of the asphalt binder was improved and the loss of aggregate from the pellet abrasion test was substantially reduced by application of both products. This conclusion was based on comparisons with untreated control samples and the other products.

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- Technical Report R690 (2), dated August 1970, sponsored by the Naval Facilities Engineering Command and conducted by the Naval Civil Engineering Laboratory at Port Hueneme, California, which consisted of a study of the claims of the proprietary product called Reclamite. The report approached the subject in a neutral manner and balanced the claims of the manufacturer against actual field use by several agencies, including several Federal users, the California State Division of Highways and several city and county governments. The conclusion was that the manufacturer's claims for the performance of Reclamite were essentially correct and no further investigations were required to determine the effectiveness of the product.
- Evaluation of Reclamite by the U.S. Navy as reported in their publication "Value Engineering," dated August 1973 (3). This report concerned the application of Reclamite on three roads at the Naval Weapons Center, China Lake, California. The project involved treating the three roads with Reclamite and retaining an untreated test section at each test site. At periodic intervals, judgements, photographs, and core samples for asphalt penetration measurements were taken to assess the effectiveness of the product. The test covered a period of almost two years. The conclusion of this evaluation revealed that field tests and laboratory reports "show conclusively that Reclamite does prolong the life of asphalt concrete pavements."
- A study, sponsored by the Air Force Civil Engineering Center and accomplished by the U.S. Army Corps of Engineers, Waterways Experiment Station, Vicksburg,



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Mississippi, February 1976 (4), involved treating adjacent pavement areas at three Air Force bases with four proprietary rejuvenator products and an asphalt emulsion seal. The tests were conducted at a base in the dry, hot southwestern part of the United States, a base in the humid, hot southeastern part of the country, and a third base located in the cold north-central part of the country. The study covered a period of four years and reached the conclusion that Koppers BPR, Reclamite, and Petroset do rejuvenate the old asphalt binder while Gilsabind and SS-1 Asphalt Emulsion have a hardening effect. Other conclusions were reported, including an indication that the viscosity of treated asphalt is a better indicator of the rejuvenating effect of the materials tested than was the penetration test. There have been no comprehensive independent tests comparing the performance of asphalt rejuvenators since this study was completed (6). Since 1995, at least two rejuvenator products have been introduced into the market; however, the FAA continues to rely on the data presented in the Air Force study.

## **CASE EXPERIENCE**

Asphalt rejuvenators have been used extensively by Federal, State, County and Municipal Agencies over the past 15 years, and predicated on past performance results, it is noted that there are clear-cut opinions regarding success of a rejuvenator product. Once a rejuvenator product has been used, a pavement engineer's opinion appears to be that the project was either totally successful, or completely ineffective. It is hypothesized that these diverse

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attitudes stem from proper and improper application of a product, rather than the performance of a product itself.

As rejuvenators increase in popularity, proprietary specifications are being given widespread use. Initially, this situation did not create any major problems, as the manufacture of rejuvenators was regional with competitive products separated by the distance across the United States. Typical examples of projects accomplished under method type specifications were US395, North of Carson City, Nevada, which was treated with Reclamite at a rate of .12 gallons per square yard in 1965, and an airfield pavement at Wright-Patterson AFB, Ohio, treated with Koppers BP at a rate of .15 gallons per square yard in 1972. As use of the products increased and competition intensified, proprietary specifications were challenged. Specifications were then written to permit competitive products. A specified rate was included in the contractual documents. This practice is common in current specifications. However, the rejuvenator products perform differently among themselves in a given environment, and differently within themselves in changing environments. Therefore, a given application rate, in most projects, does not insure a desired end product. In a project at Kincheloe AFB, Michigan, in the summer of 1974, a performance specification was used. The specification called for a 30 percent increase in the penetration of the asphalt in the top 1/4 inch of the pavement 60 days subsequent to application. Cores were required prior to treatment and 60 days subsequent to application. The contractor used Reclamite and achieved an average increase in the asphalt penetration of approximately 120 percent.

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Further restrictions are suggested to govern application rates to avoid unacceptable anti-skid, softness and/or performance characteristics. These were:

"The contractor shall be responsible for conducting preliminary testing to determine the proper application rate for the rejuvenator so as to achieve the required end results specified above. This shall be accomplished without causing the pavement to become unstable to 90 degree turns of an automobile at 5 MPH, or exhibit more than a 25 percent loss in measured friction resistance values at 12 hour periods subsequent to application of the rejuvenator," and

"Should the required increase in penetration value not be achieved, additional applications of the rejuvenator and mineral aggregate shall be made at application rates not to exceed 50 percent of the initial application rate. Retreatment and retesting shall be at the expense of the contractor. The Contracting Officer shall hold the contractor's performance bond in full force and effect until final test data indicates the work was completed in accordance with the specifications."

A contract was awarded in June 1976. The rejuvenator product Reclamite was used and the contract was accomplished and successfully completed with the above specification requirements in November 1976. This was the first documented case of using a rejuvenator emulsion performance specification on an asphalt pavement. Satisfactory performance guidelines or targets should be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder. In the case of asphalt pavements less than 2 years old, the viscosity shall be reduced by a minimum of 20 percent and the penetration shall be increased by a minimum of 10 percent. For asphalt

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pavements more than 2 years old, the viscosity shall be reduced by a minimum of 40 percent and the penetration value shall be increased by a minimum of 20 percent. Testing shall be performed on recovered asphalt binder from the pavement to a depth of three-eighths (3/8") inch. Standard ASTM Test methods to measure the viscosity @ 60°C (140°F) and penetration @ 25°C (77°F) on the recovered asphalt binder should be specified. Treated test cores will be extracted no sooner than 60 days following rejuvenation of pavement, or as approved by the Contracting Agency.

#### **USING REJUVENATORS - GUIDE**

All rejuvenators are applied in the same way--by spraying the chemical onto the pavement surface with an asphalt distributor. However, from this point the procedures vary because of the different products and because of the different end results desired. Discussion of the use of rejuvenators can be considered in three separate categories; new construction, maintenance, and re-construction.

Using a rejuvenator on new construction does not seem to be logical at first glance. However, it has been established that the greatest change in composition of an asphalt binder takes place during the manufacture of the hot mix asphalt (HMA). Applying a rejuvenator to a new surface a few weeks after it has been laid does several things to the pavement. Besides restoring the original asphalt properties that were lost in the HMA manufacture, the chemical assists in sealing the pavement as well as in improving the durability of the surface course.

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Maintenance can be subdivided into preventive and corrective maintenance. Preventive maintenance should be applied to pavements at the first signs of aging of the surface course, pitting, raveling, shrinkage, and cracking. Some pavement experts maintain that preventive maintenance should begin before any of these described signs occur. However, to do this, there must be a certain amount of clairvoyance involved in determining the right time before these conditions show up. Starting a maintenance program too early can become a costly item. Nonetheless, applying the rejuvenator at periodic intervals can restore the asphaltene-maltene balance so essential to maintain a ductile, pliable pavement. This type of preventive maintenance is particularly applicable to pavements in the hot, dry southwestern section of the country.

Corrective maintenance involves reworking and salvaging existing road mixes. Using a rejuvenator in this type of maintenance can facilitate scarifying and mixing. It will aid in replasticizing old asphalt and improve its durability. This form of maintenance should be considered when the road mix surface appears weathered and crusted and cannot be restored by applying only a rejuvenator.

The third category of rejuvenator use is that of re-construction. This involves more than applying a rejuvenator emulsion onto the surface and rolling the treated pavement. Work in the category is undertaken when the pavement has outlived its life; when preventive maintenance has failed to stop the pavement deterioration; or when a HMA overlay is to be placed over the existing pavement. The overlayment may be due to a need for increased

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structural strength, or it may be necessitated by failure of the old surface to respond to normal maintenance.

If the existing pavement possesses good structural qualities and the overlay is being placed to increase its strength, a rejuvenator can be applied to the old surface several days before the overlay is constructed. This application will cause the existing surface to soften, regain some of its original ductility, and will promote a good bond between the old and new surfaces.

Where the existing surface has progressed to a condition where cracking, pitting, and raveling has occurred, and it is feared that these structural deformations will reflect through the new pavement, different procedures are being advanced. Cracks as much as two inches deep in the airfield pavements at the civilian airport at Augusta, Georgia were repaired by a treatment with Koppers BPR and a lengthy follow-on program of constant rolling (5). Reclamite, on the other hand, has had excellent success with heater planing and heater mixing of old pavements. One of the most successful projects of this nature was completed at the El Paso International Airport. The heater-planer process involves heating the surface of the existing pavement with a traveling infrared heat source. Once the old asphalt is heated, it becomes very pliable for a short period of time. During this time of pliability, a sharp blade following the application of heat peels off the oxidized or deteriorated asphalt to the desired depth. The applicator truck follows immediately behind the heater-planer. Once the old asphalt is removed, the process is similar to that described previously, i.e., the rejuvenator helps to rejuvenate the old surface and promotes a good bond between the old

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and new pavements. The heater-scarified method is very much like the heater-planer method. The difference is that instead of planing off the old surface, the pavement is scarified to the desired depth, usually less than an inch, then treated with the rejuvenator. The new asphalt, if an overlay is to follow, is laid directly over the treated and scarified material. The thickness of the overlay lift may be as small as three-fourths to one inch.

An advantage of the heater-planer or heater-scarified method is readily evident when one considers grades and drainage when several overlays are applied to city streets. By continuing to use the existing material, restoring and balancing the asphaltene-maltene ratio through rejuvenators, expensive hot mix is no longer needed and design drainage elevations between curbs can be maintained for longer periods.

## **RECOMMENDATIONS**

- Rejuvenators should be applied before raveling and other serious deterioration begins. A final conclusion reached is that problems may be experienced with improper rates
- The Using Agency should adopt a performance type specification.
- Develop a periodic maintenance program using rejuvenators in three to five year cycles will extend the life of existing pavements.
- The secret to proper rejuvenation application procedures is CAUTION. It is better to apply two or more low-rate applications of the emulsion to achieve the proper rate of application than to make only one pass and have it be too heavy. The

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project engineer must be wary of areas that might contain free oil, grease, petroleum, or asphalt when applying the chemical. The engineer must also take care not to apply the rejuvenator to a densely graded pavement or to a surface that has been treated in a manner that will prevent penetration by the rejuvenator.

## **CONCLUSIONS**

An asphalt rejuvenator emulsion offers three beneficial reactions:

- Increases penetration values and lowers the viscosity of the asphalt binder in the top portion of the pavement, which extends the pavement's life cycle.
- Seals the pavement against intrusion of air and water, thereby slowing oxidation, preventing stripping and raveling and protects the pavement in-depth.
- Increases the durability of the asphalt binder in the top portion of the pavement by improving the balance of chemical fractions of the asphalt binder.

As in most engineering projects, the project specifications are as important as the project design. The specifications should require a given measure of results rather than payment for quantity of emulsion. The reason for using a rejuvenator is to improve or restore the viscous properties of the asphalt; therefore, requiring the rejuvenator to achieve a given measure of standard penetration or measure of viscosity will insure a more satisfactory result than simply specifying a given rate of application.



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## REFERENCES

1. Rostler, F.S., and White, R.M., Rejuvenation of Asphalt Pavements, Materials Research and Development, Inc., Oakland, California, under Air Force Systems Command Contract F29601-69-C-0129 - May 1970.
2. Technical Report R690, Reclamite as a life Extender for Asphalt concrete pavements, Navy Facilities Engineering Command, Port Hueneme, California - August 1970.
3. Value Engineering, Report on Reclamite Usage, Naval Weapons Center, China Lake, California, Navy Facilities Engineering Command - Western Division, San Bruno, California 94066 - August 1973.
4. AFCEC-TR-76-3, Evaluation of rejuvenators for Bituminous Pavements, Air Force Civil Engineering Center, Tyndall Air Force Base, Florida 32401 - February 1976.
5. McGovern, E. W., Resume of Five Field Applications of Bituminous Pavement Rejuvenator, Unpublished Report, Koppers Company, Inc., Verona, Pennsylvania - July 10, 1963.
6. GAO/DRED-97-50R, Airfield Pavements : Use of Sealer/Rejuvenators to Extend Life of Airfields, United States General Accounting Office, Washington D.C. 20548 -- February 27, 1997.

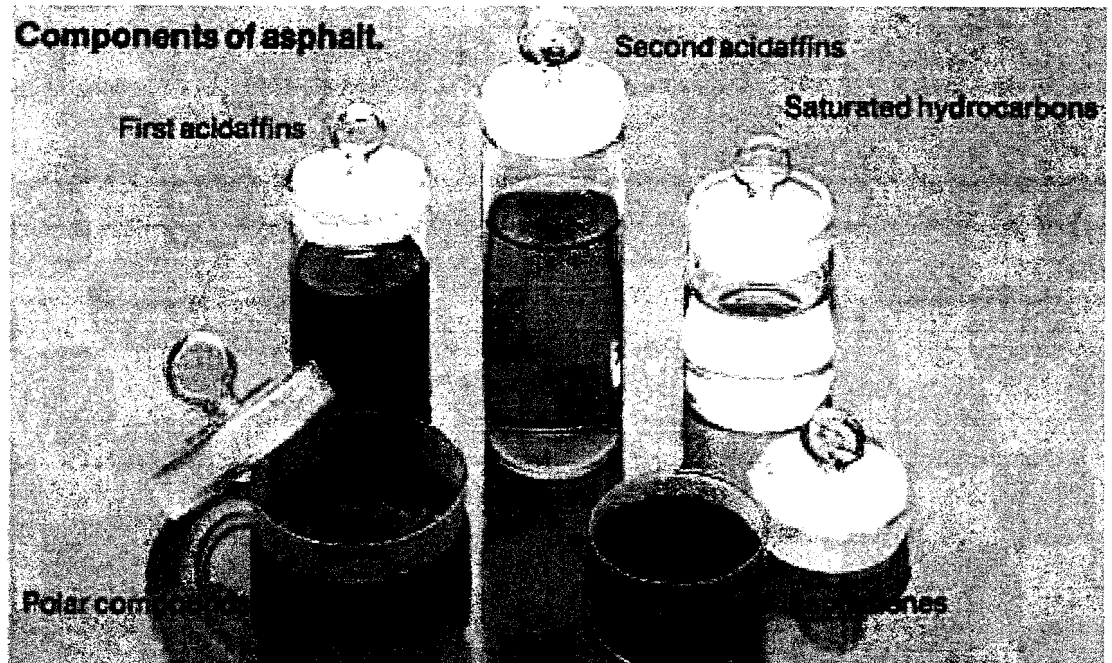


Figure 1. Asphalt Binder Fractions, Asphaltenes and Maltenes.



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Corrective Asphalt Materials, LLC (CAM, LLC) manufactures Reclamite and certifies the final product will comply with the following TRICOR REFINING, LLC specifications.

## RECLAMITE® Asphalt Rejuvenating Agent

### Specifications:

Tests	Test Method		Requirements	
	ASTM	AASHTO	Min.	Max.

### Tests on Emulsion:

Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % w <sup>(1)</sup>	D-244 (mod)	T-59 (mod)	60	65
Miscibility Test <sup>(2)</sup>	D-244 (mod)	T-59 (mod)	No Coagulation	
Sieve Test, % w <sup>(3)</sup>	D-244 (Mod)	T-59 (mod)	---	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance <sup>(4)</sup>	GB	GB	---	30
Cement Mixing	D-244			2.0

### Tests on Residue from Distillation

Flash Point, COC, °C	D-92	T-48	196	---
Viscosity @ 60°C, cSt	D-445	---	100	200
Asphaltenes, %w	D-2006-70	---	0.4	0.75
Maltene Distribution Ratio	D-2006-70	---	0.3	0.6
$\frac{PC + A_1}{S + A_2}$ <sup>(5)</sup>				
PC/S Ratio <sup>(5)</sup>	D-2006-70	---	0.5	---
Saturate hydrocarbons, S <sup>(5)</sup>	D-2006-70	---	21	28

<sup>1</sup>ASTM D-244 Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

<sup>2</sup>Test procedure identical with ASTM D-244 60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water..

<sup>3</sup>Test procedure identical with ASTM D-244 60 except that distilled water shall be used in place of two percent sodium oleate solution.

<sup>4</sup>Test procedure is attached.

<sup>5</sup>Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A<sub>1</sub> = First Acidaffins.  
A<sub>2</sub> = Second Acidaffins, S = Saturated Hydrocarbons.

Note: For gal/ton conversion use 242 gal/ton.

Note: Data presented are typical. Slight variation may occur from lot to lot.

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**Asphalt Pavement And Recycling Technologies, Inc.**  
**(APART, Inc.)**

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Report: 07-1227

January 20, 2008

Customer: CAM, LLC – Jack Witte

Project: RECLAMITE® Preservative Seal – Cities of Springfield, Moberly,  
Alton and Jefferson City

Samples submitted: 20 pavement core samples (10 treated and 10 untreated) identified as follows:

<u>Jefferson City</u>	<u>Springfield</u>	<u>Moberly</u>	<u>Alton</u>
County Club Street	Rocklyn Street	South Williams St.	N. Rodgers Ave.
J-1 treated	S-2 treated	T-1 treated	CA-1 treated
J-2 treated	S-1 treated	T-2 treated	CA-2 treated
JU-1 untreated	S-3 untreated	M-1 untreated	AL-2 untreated
JU-2 untreated	S-4 untreated	M-2 untreated	AL-3 untreated
	Covington Street		
	SA-1 treated		
	SA-2 treated		
	SU-1 untreated		
	SU-2 untreated		

Application rate for treated materials was reported as being 0.065-0.08 gallons/square yard at a 2:1 dilution (RECLAMITE®/water).

**Testing:**

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365 (CTM 365). Viscosities were determined on the recovered asphalt binder using a sliding plate microviscometer (CTM 348). Penetrations were calculated from a nomograph. Test results are reported by Table I.

**Conclusion:**

Reported data are based on the testing of limited sample submitted as being representative the treated and untreated pavements.

---

Test data reported herein has been secured by reliable testing procedures. As we have no knowledge of, or control over the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample (s) received and tested. No warranties, expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

**Table I**  
**CAM, LLC**  
**RECLAMITE® Preservative Seals**

Sample Identification	Microviscosity, 25°C, MP		Equivalent Penetration
	0.05 sec <sup>-1</sup>	0.001 sec <sup>-1</sup>	
<b>Jefferson City, MO</b>			
<b>County Club Street</b>			
J-1 treated	42.0	65.2	16
J-2 treated	31.6	52.4	18
JU-1 untreated	105	92.0	10
JU-2 untreated	66.0	80.2	12
<b>Springfield, MO</b>			
<b>Rocklyn Street</b>			
S-2 treated	33.6	50.8	17
S-1 treated	35.0	52.4	17
S-3 untreated	84.0	168	11
S-4 untreated	86.8	208	11
<b>Covington Street</b>			
SA-1 treated	39.0	52.4	16
SA-2 treated	34.6	53.8	17
SU-1 untreated	83.5	188	11
SU-2 untreated	84.8	176	11
<b>Moberly, MO</b>			
<b>South Williams Street</b>			
T-1 treated	13.2	16.7	27
T-2 treated	11.0	13.4	29
M-1 untreated	19.0	32.6	22
M-2 untreated	19.2	38.7	22
<b>Alton, IL</b>			
<b>North Rodgers Avenue</b>			
CA-1 treated	17.8	28.2	23
CA-2 treated	17.8	24.2	23
AL-2 untreated	34.0	40.0	16
AL-3 untreated	31.6	40.2	16

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Report: 09-1105

November 11, 2009

Customer: Corrective Asphalt Materials – Jack Witte

Project: City of Kansas City, Missouri, RECLAMITE® treatment

Samples submitted: Core samples representing 4 locations (treated and untreated) identified as follows:

	Treatment Date	Sample Date
Holmes (89 <sup>th</sup> - Bannister)	9-24-09	
Untreated		9-18-09
Treated @ 0.06-0.065 gsy of 2:1 Dilute Reclamite		10-26-09
104 <sup>th</sup> (Holmes – I 435)	9-23-09	
Untreated		9-18-09
Treated @ 0.07-0.075 gsy of 2:1 Dilute Reclamite		10-26-09
Minor Dr. (State Line - Wornall)	9-22-09	
Untreated		9-18-09
Treated @ 0.075 gsy of 2:1 Dilute Reclamite		10-26-09
Holmes (I 435 – Red Bridge)	9-24-09	
Untreated		9-18-09
Treated @ 0.065 gsy of 2:1 Dilute Reclamite		10-26-09

## Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365 (CTM 365). Viscosities were determined on the recovered asphalt binder using a sliding plate microviscometer (CTM 348). Penetrations were calculated from a nomograph. Test results are reported by Table I.

## Conclusion:

Reported data are based on the testing of limited sample submitted as being representative the treated and untreated pavements.

Test data reported herein has been secured by reliable testing procedures. As we have no knowledge of, or control over the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample (s) received and tested. No warranties, expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

**Table I**  
**Corrective Asphalt Materials**

City of Kansas City, MO.  
Top 3/8-inch of Core Samples

Sample Identification	Microviscosity, 25°C, MP		Equivalent Penetration
	0.05 sec <sup>-1</sup>	0.001 sec <sup>-1</sup>	
<b>Holmes (89<sup>th</sup> - Bannister)</b>			
Untreated	14.60	19.80	26
Treated	7.16	8.00	36
<b>104<sup>th</sup> (Holmes - I 435)</b>			
Untreated	100.9	283.2	10
Treated	9.68	14.95	32
<b>Minor Dr.(State Line - Wornall)</b>			
Untreated	29.90	42.57	18
Treated	4.00	6.24	46
<b>Holmes (I 435 - Red Bridge)</b>			
Untreated	19.45	30.08	22
Treated	2.97	4.37	53

	Increase in Penetration, %
Holmes (89 <sup>th</sup> - Bannister)	38.4
104 <sup>th</sup> (Holmes - I 435)	220.0
Minor Dr.(State Line - Wornall)	155.6
Holmes (I 435 - Red Bridge)	140.9

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Report: 11-1123

December 10, 2011

Customer: Corrective Asphalt Materials, LLC – Jack Witte

Project: RECLAMITE<sup>®</sup> Preservative Seal – City of Bloomington, IL

Samples submitted: 12 pavement core samples identified as follows:

Graham Street #1 (Treated and Untreated)  
Graham Street #2 (Treated and Untreated)  
Prairie Street #1 (Treated and Untreated)  
Prairie Street #2 (Treated and Untreated)  
Park Street #1 (Treated and Untreated)  
Park Street #2 (Treated and Untreated)

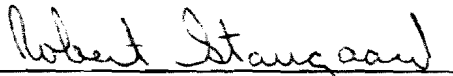
Application rate for treated pavement was not reported.  
Untreated core samples were taken on 09-23-11.  
Treated core samples 11-17-11.

### Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365 (CTM 365). Viscosities were determined on the recovered asphalt binder using a sliding plate microviscometer (CTM 348). Penetrations were calculated from a nomograph. Test results are reported by Table I.

### Conclusion:

Reported data are based on the testing of limited sample submitted as being representative the treated and untreated pavements. Since no untreated core was submitted the percent change in viscosity and penetration were calculated using data from the previously submitted Paseo #2 (Untreated) core. This data was reported by APART Report #10-1206.



Test data reported herein has been secured by reliable testing procedures. As we have no knowledge of, or control over the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample (s) received and tested. No warranties, expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.



**Table I**

**Corrective Asphalt Materials, LLC  
City of Bloomington, Illinois  
Top 3/8" of Core Sample**

Sample Identification	Microviscosity, 25°C, MP		Equivalent Penetration
	0.05 sec <sup>-1</sup>	0.001 sec <sup>-1</sup>	
<b>Graham Street #1</b>			
Untreated	37.80	45.43	17
Treated	9.17	9.97	32
<b>Graham Street #2</b>			
Untreated	37.36	49.90	17
Treated	12.79	13.35	28
<b>Prairie Street #1</b>			
Untreated	35.99	54.06	17
Treated	10.81	12.46	30
<b>Prairie Street #2</b>			
Untreated	33.35	41.14	17
Treated	12.97	15.55	28
<b>Park Street #1</b>			
Untreated	151.8	223.5	9
Treated	55.99	72.04	14
<b>Park Street #2</b>			
Untreated	154.8	233.9	9
Treated	55.10	71.55	14

**Change in Asphalt Binder**

	Viscosity, 25°C % Decrease	Penetration, 25°C % Increase
Graham Street #1	75.7	88.2
Graham Street #2	65.8	64.7
Prairie Street #1	70.0	76.5
Prairie Street #2	61.1	64.7
Park Street #1	61.6	55.6
Park Street #2	64.4	55.6

**Asphalt Pavement And Recycling Technologies, Inc.**

5207 Minter Field Avenue  
Telephone: (661) 393-2748

Shafter, CA 93263  
Fax: (661) 393-2804

Report: 12-1101

November 5, 2012

Customer: Corrective Asphalt Materials, LLC – Jack Witte

Project: RECLAMITE® Preservative Seal – City of Bloomington, IL

Samples submitted: 12 pavement core samples identified as follows:

Mt. Vernon Drive, Untreated  
Mt. Vernon Drive, Untreated  
Mt. Vernon Drive, Treated  
Mt. Vernon Drive, Treated  
Mason Street, Untreated  
Mason Street, Untreated  
Mason Street, Treated  
Mason Street, Treated  
Koch Street, Untreated  
Koch Street, Untreated  
Koch Street, Treated  
Koch Street, Treated

Application rate for treated pavement was not reported.  
Untreated core samples were taken on 07-19-12.  
Treated core samples were taken on 10-26-12.

**Testing:**

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method 365 (CTM 365). Viscosities were determined on the recovered asphalt binder using a sliding plate microviscometer (CTM 348). Penetrations were calculated from a nomograph. Test results are reported by Table I.

**Conclusion:**

Reported data are based on the testing of limited sample submitted as being representative the treated and untreated pavements.

*M. J. Smith*  
\_\_\_\_\_

Test data reported herein has been secured by reliable testing procedures. As we have no knowledge of, or control over the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample (s) received and tested. No warranties, expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

**Table I**  
**CAM, LLC**

City of Bloomington, Illinois  
Top 3/8" of Core Samples

Sample Identification	Microviscosity, 25°C, MP		Equivalent Penetration
	0.05 sec <sup>-1</sup>	0.001 sec <sup>-1</sup>	
<b>Mt. Vernon Drive</b>			
Untreated	49.06	51.21	14
Untreated	43.77	44.98	15
Treated	22.04	22.38	21
Treated	19.25	20.08	22
% Increase in Penetration	48		
% Decrease in Viscosity	125		
<b>Mason Street</b>			
Untreated	5.776	7.324	39
Untreated	6.237	6.837	38
Treated	2.582	2.056	57
Treated	2.562	1.821	57
% Increase in Penetration	48		
% Decrease in Viscosity	134		
<b>Koch Street</b>			
Untreated	34.22	31.41	17
Untreated	31.88	28.28	18
Treated	11.39	9.606	29
Treated	10.48	7.792	30
% Increase in Penetration	69		
% Decrease in Viscosity	202		

**MATERIAL SAFETY DATA SHEET**  
**NAME OF PRODUCT RECLAMITE**

**FILE NUMBER: 1902**  
**DATE REVISED: 5/16/11**  
**SUPERCEDES: 8/09/05**

**SECTION 1: PRODUCT AND COMPANY IDENTIFICATION**

<b>PRODUCT NAME:</b>	RECLAMITE	<b>HAZARDOUS MATERIALS IDENTIFICATION SYSTEM</b>	
<b>SYNONYMS:</b>	PETROLEUM EMULSION	<b>HMIS® HAZARD RATING</b>	
<b>PRODUCT CODES:</b>	1902	<b>4 - SEVERE</b>	<b>HEALTH 1 *</b>
<b>MANUFACTURER:</b>	TRICOR REFINING, LLC	<b>3 - SERIOUS</b>	<b>FLAMMABILITY 0</b>
<b>DIVISION:</b>	BAKERSFIELD	<b>2 - MODERATE</b>	<b>REACTIVITY 0</b>
<b>ADDRESS:</b>	P.O. BOX 5877, BAKERSFIELD, CA 93388	<b>1 - SLIGHT</b>	
<b>EMERGENCY PHONE:</b>	(661) 393-7110	<b>0 - MINIMAL</b>	
<b>PREPARED BY:</b>	TRICOR REFINING, LLC HEALTH, SAFETY AND ENVIRONMENTAL DEPARTMENT		

**SECTION 2: HAZARDOUS INGREDIENTS / IDENTITY INFORMATION**

<b>CHEMICAL FAMILY:</b>	PETROLEUM HYDROCARBON IN WATER EMULSION			
<b>HAZARDOUS COMPONENT(S)</b>	<b>CAL-OSHA PEL-TWA (8 HOUR)</b>	<b>ACGIH TLV TWA (8 HOUR)</b>	<b>OTHER LIMITS RECOMMENDED</b>	<b>% BY WEIGHT</b>
Heavy Naphthenic Distillate Solvent Extract CAS No. 64742-11-6	5 mg/m <sup>3</sup> (as mineral oil mist)	5 mg/m <sup>3</sup> (as mineral oil mist)	None	< 49
Distillate (Petroleum) Hydrotreated Heavy Naphthenic CAS 64742-52-5	5 mg/m <sup>3</sup> (as mineral oil mist)	5 mg/m <sup>3</sup> (as mineral oil mist)	None	< 43
Distillate (Petroleum), Chemically Neutralized Heavy Naphthenic CAS No. 64742-34-3	5 mg/m <sup>3</sup> (as mineral oil mist)	5 mg/m <sup>3</sup> (as mineral oil mist)	None	< 12

**SECTION 3: HEALTH HAZARDS IDENTIFICATION**

<b>ROUTES OF ENTRY:</b>	<b>EYES:</b> Yes	<b>SKIN:</b> Yes	<b>INGESTION:</b> Yes	<b>INHALATION:</b> Yes
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**HEALTH HAZARDS (ACUTE AND CHRONIC):**

- EYES:** The cool material is not expected to cause eye irritation. Thermal burns may result from contact with hot material.
- SKIN:** The cool material is not expected to cause skin irritation. Thermal burns may result from contact with hot material.
- INGESTION:** This product is not expected to be acutely toxic by ingestion. If swallowed, do not induce vomiting, call a physician.
- INHALATION:** Fumes from hot product may be unpleasant and may produce nausea. Remove the person to fresh air if respiratory discomfort occurs.

**SIGNS AND SYMPTOMS OF EXPOSURE:**

- EYES:** Overexposure may cause irritation.
- SKIN:** Prolonged exposure may cause dermatitis.
- INGESTION:** Overexposure may cause dizziness, drowsiness, headache and nausea.

#### MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:

Persons with preexisting skin or respiratory disorders may have their conditions aggravated by overexposure to this material.

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#### SECTION 4: EMERGENCY AND FIRST AID MEASURES

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

**SKIN:** Wash contact areas with soap and water. Remove and clean oil soaked clothing daily and wash affected area.

**INGESTION:** Do not induce vomiting. If operating conditions create airborne concentrations that exceed the exposure standard, the use of an approved NIOSH/OSHA respirator for organic vapors or air-supplied breathing equipment is recommended. If ingested, seek medical attention.

**INHALATION:** Not expected to be a problem. However, if respiratory irritation, dizziness, nausea or unconsciousness occurs due to excessive vapor or mist exposure, seek medical attention. If operating conditions create airborne concentrations that exceed the exposure standard, the use of an approved NIOSH/OSHA respirator for organic vapors or air-supplied breathing equipment is recommended.

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#### SECTION 5: FIRE AND EXPLOSION HAZARD DATA

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

**FLASH POINT: COC °F:** Not Applicable

**EXTINGUISHING MEDIA:** Foam, water fog, dry chemical, CO<sub>2</sub>

**SPECIAL FIRE FIGHTING PROCEDURES:** Do not enter confined fire space without proper protective equipment including self-contained breathing apparatus. See Hazardous Decomposition Products.

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

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#### SECTION 6: SPILL OR LEAK PROCEDURES

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**ACCIDENTAL RELEASE MEASURES:** In case of spill, clean up using absorbent material such as earth or sand. If spilled into the water, remove the bulk of the product by skimming. If spilled into a navigable waterway in the United States or that may enter the United States, and a film, sheen or discoloration of any water surface is observed, the spill must be reported to the United States National Response Center by calling (800) 424-8802.

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

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#### SECTION 7: HANDLING AND STORAGE

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

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

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#### SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

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

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

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

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## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

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**APPEARANCE:** N/T (non Transparent) Pink  
**ODOR:** Petroleum odor  
**PHYSICAL STATE:** Liquid  
**INITIAL BOILING POINT:** Greater than 212 ° F  
**VAPOR PRESSURE (mmHg):** Same as water  
**VAPOR DENSITY (AIR = 1):** Same as water  
**SPECIFIC GRAVITY (H<sub>2</sub>O = 1):** 1.0

**PERCENT VOLATILE (% BY VOL.):** NA  
**EVAPORATION RATE (WATER = 1):** 1  
**SOLUBILITY IN WATER:** Readily dispersible

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## SECTION 10: REACTIVITY DATA

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

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## SECTION 11: TOXICOLOGICAL INFORMATION

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**CARCINOGENICITY:** ACGIH, NTP, OSHA and IARC carcinogen lists were checked for those components with CAS Registry Numbers (64742-34-3), (64742-52-5) and (64742-11-6).

**ACGIH:** This product is not listed as carcinogenic.  
**IARC:** Group 2B – This product is possibly carcinogenic to humans.  
This product contains petroleum oils similar to ones categorized by the International Agency for Research on Cancer as causing skin cancer in laboratory animals when the oil was repeatedly applied for most of the lifetime of the animal with no effort made to remove the oil between applications. Handling instructions and precautions outlined in this MSDS should be followed when handling this product.

**NTP:** This product contains no ingredients classified as carcinogens.  
**OSHA:** This product contains no ingredients classified as carcinogens.  
**CA PROP 65:** This product contains chemicals in trace quantities that are on the California Proposition 65 List.

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## SECTION 12: ECOLOGICAL INFORMATION

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

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## SECTION 13: DISPOSAL INFORMATION

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

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## SECTION 14: TRANSPORT INFORMATION

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

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## SECTION 15: REGULATORY INFORMATION

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**U.S. FEDERAL REGULATIONS:**

**TSCA (TOXIC SUBSTANCE CONTROL ACT) REGISTRY:** Listed

**CERCLA (COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT):**  
Petroleum emulsions are not a hazardous substance under CERCLA.

**SARA TITLE III (SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT):**

**Section 302/304:** This product is not listed as an extremely hazardous substance in 40 CFR Part 355 and is not known to contain an extremely hazardous substance in a concentration greater than one percent by weight.

**Section 311/312:**

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

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

**WHMIS:** D2A

**OSHA:** 29 CFR 1910.1200 (Hazard Communication) required

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

MA

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**SECTION 16: OTHER INFORMATION**

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

# RECLAMITE

Asphalt pavement rejuvenating agent



## WHAT IS RECLAMITE® PRESERVATIVE SEAL?

**R**eclamite® is an emulsion of specific petroleum oils and resins designed to penetrate dry and weathered asphalt pavements. Reclamite® penetrates seeking the asphalt in the pavement in preference to the aggregate. The result is that Reclamite® combines with the asphalt so as to restore its original desirable properties. In some cases the asphalt is improved over the original because of the superior quality of the added components.

Reclamite® stops pavement deterioration where it begins, at the top. The light components or fractions in the asphalt binder referred to as maltenes oxidize from the binder causing asphalt to become dry and brittle. The resulting loss of aggregate, cracking and moisture intrusion furthers pavement deterioration that will eventually without

intervention, lead to total pavement failure.

Pavements exhibiting early signs of aging (hairline cracking, raveling, segregation, pitting, dryness) as well as new asphalt pavement are excellent candidates for Reclamite® Preservative Seal treatment. Reclamite® increases penetration values and reduces viscosity values. Reclamite® seals out moisture, restores the asphaltene/maltene balance. Reclamite® having natural solvency ability because of its naphthenic base, fluxes with the asphalt restoring the aggregate/asphalt bond.

Reclamite® Preservative Seal will preserve an asphalt pavement at one-half to one-third the cost of other conventional treatments.

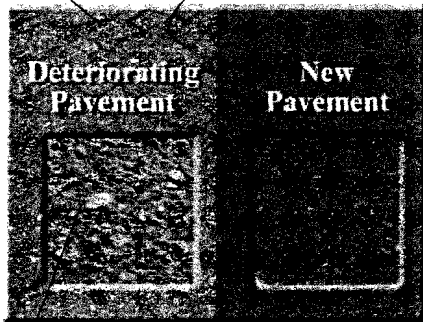


**TRICOR** REFINING, LLC  
PRODUCERS of GOLDEN BEAR PRESERVATION PRODUCTS





Appearance of fine cracks  
Asphalt has become brittle



Fine aggregate material loss

## HOW RECLAMITE® PRESERVATIVE SEAL EXTENDS PAVEMENT LIFE.

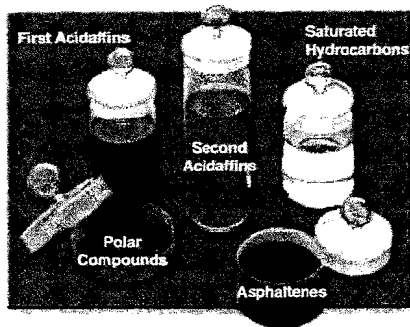
Reclamite® has been used successfully for over 40 years. Whether you are dealing with asphalt pavement in the hot, dry southwest United States, humid southern and southeast states or the damp and colder climates experienced in northern climates and Canada, application results are similar; improved durability of the asphalt, (durability being the interdependence between composition and aging), re-balancing the chemistry of the oxidized pavement, ability to delay the aging process and reverse premature aging.

Reclamite® Preservative Seal provides a simple, one step method for sealing and waterproofing the asphalt. It is effective for extending the life of newly constructed pavement.

Reclamite® delays the aging process by replenishing the maltenes and re-constituting the binder. Aged asphalt can be restored to a new and highly durable mix, virtually equal to or better than the original consistency.

Asphalt consists of five basic components: asphaltenes, polar compounds, first acidaffins, second acidaffins and saturated hydrocarbons. The later four are referred to as maltene fractions. These components in asphalt are subject to weathering and oxidation.

### Components of Asphalt



Reclamite® is an emulsion manufactured from a naphthenic crude stock. Naphthenic base is wax free, has a natural low pour point and has excellent natural solvency ability allowing it to penetrate and absorb.

Reclamite® is spray applied. The emulsion is diluted 2:1 (product to water) or 1:1 with water. Application rates are measured in square yards or meters and vary according to pavement absorption and application needs. Normal treatment can provide 5-7 years additional service life. A second application can be considered at that time.

Your Reclamite Representative:

**TRICOR** REFINING, LLC  
 Producers of GOLDEN BEAR PRESERVATION PRODUCTS  
 P.O. Box 5877, Bakersfield, CA 93388-5877  
 Phone 661.393.7110 ext. 107  
[www.reclamite.com](http://www.reclamite.com)

# CRF

## Restorative Seal - Crack Filler



## *Single Product for Dual Application*

CRF<sup>®</sup> emulsion diluted with water is used as a Restorative Seal.

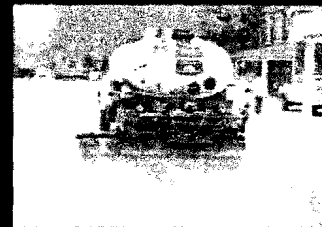
Undiluted with water, the concentrate emulsion is used as a cold pour crackfiller.

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

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

### Advantages:

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



**TRICOR** PERINING, LLC

PRODUCERS of GOLDEN BEAR PRESERVATION PRODUCTS

# CRF<sup>®</sup>... *single product, dual application.*



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



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

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

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

## HOW DO YOU APPLY CRF<sup>®</sup> RESTORATIVE SEAL?

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

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

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

 **TRICOR** REFINING, LLC  
Producers of GOLDEN BEAR PRESERVATION PRODUCTS

P.O. Box 5877, Bakersfield, CA 93388-5877  
Phone 661.393.7110 ext. 107  
[www.tricorrefining.com](http://www.tricorrefining.com)

Your CRF<sup>®</sup> Distributor:

**MATERIAL SAFETY DATA SHEET**  
**NAME OF PRODUCT CRF**

FILE NUMBER: 1955  
 DATE REVISED: 6/08/11  
 SUPERCEDES: 6/15/10

**SECTION 1: PRODUCT AND COMPANY IDENTIFICATION**

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

**SECTION 2: HAZARDOUS INGREDIENTS / IDENTITY INFORMATION**

**CHEMICAL FAMILY:** PETROLEUM HYDROCARBON IN WATER EMULSION

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

**SECTION 3: HEALTH HAZARDS IDENTIFICATION**

<b>ROUTES OF ENTRY:</b>	<b>EYES:</b> Yes	<b>SKIN:</b> Yes	<b>INGESTION:</b> Yes	<b>INHALATION:</b> Yes
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**HEALTH HAZARDS (ACUTE AND CHRONIC):**

- EYES:** No data available.
- SKIN:** Prolonged skin contact may cause irritation.
- INGESTION:** This product is not expected to be acutely toxic by ingestion. If swallowed, do not induce vomiting. Call a physician.
- INHALATION:** Remove the person to fresh air if respiratory discomfort occurs.

**MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:**

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

---

## SECTION 4: EMERGENCY AND FIRST AID MEASURES

---

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

**SKIN:** Wash with soap and water.

**INGESTION:** Contact a physician immediately.

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

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## SECTION 5: FIRE AND EXPLOSION HAZARD DATA

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

**FLASH POINT: COC °F:** Not applicable

**EXTINGUISHING MEDIA:** Foam, water fog, dry chemical, CO<sub>2</sub>

**SPECIAL FIRE FIGHTING PROCEDURES:** None

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

---

## SECTION 6: SPILL OR LEAK PROCEDURES

---

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

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

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

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## SECTION 7: HANDLING AND STORAGE

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

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

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## SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

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

Hydrogen Sulfide Exposure Limit:  
ACGIH: (1 PPM) TLV-TWA  
(5PPM) TLV-STEL  
CAL-OSHA: 10PPM / (14 mg/m<sup>3</sup> of air)– PEL  
15PPM / (21 mg/m<sup>3</sup> of air) – STEL  
50PPM - ceiling

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

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

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## SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

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

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## SECTION 10: REACTIVITY DATA

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

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## SECTION 11: TOXICOLOGICAL INFORMATION

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<b>CARCINOGENICITY:</b>	ACGIH, NTP, OSHA and IARC carcinogen lists were checked for those components with CAS Registry Number(s) 8052-42-4, 64742-11-6 and 64742-52-5.
<b>ACGIH:</b>	Asphalt fumes (coal tar free) are designated as A4 – Not Classifiable As A Human Carcinogen.
<b>IARC:</b>	Bitumens – including undiluted air-refined bitumens are described as “ Not Classifiable As To Its Carcinogenicity To Humans” (Group 3) Extracts of air-refined bitumens are described as “ Possibly Carcinogenic To Humans (Group 2B) (Monograph, Vol. 35, Supplement 7, p. 133). This product contains petroleum oils similar to ones categorized by the International Agency for Research on Cancer as causing skin cancer in laboratory animals when the oil was repeatedly applied for most of the lifetime of the animal with no effort made to remove the oil between applications. Handling instructions and precautions outlined in this MSDS should be followed when handling this product.
<b>NTP:</b>	This product contains no ingredients classified as carcinogens.
<b>OSHA:</b>	This product contains no ingredients classified as carcinogens.
<b>CA PROP 65:</b>	This product contains chemicals in trace quantities that are on the California Proposition 65 List.

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## SECTION 12: ECOLOGICAL INFORMATION

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

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## SECTION 13: DISPOSAL INFORMATION

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

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## SECTION 14: TRANSPORT INFORMATION

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

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## SECTION 15: REGULATORY INFORMATION

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### U.S. FEDERAL REGULATIONS:

TSCA (TOXIC SUBSTANCE CONTROL ACT) REGISTRY: Listed

CERCLA (COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT):  
Petroleum emulsions are not a hazardous substance under CERCLA.

### SARA TITLE III (SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT):

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

**Section 311/312:**

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

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

**WHMIS:** D2A

**OSHA:** 29 CFR 1910.1200 (Hazard Communication) required

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

MA

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## SECTION 16: OTHER INFORMATION

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



**ADDENDUM NO. #1**

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

**Addendum Issued: August 5, 2014**

RE: Addendum #1 for the Reclamite/CRF Contract-2014

The following shall be considered part of the Contract documents.

REVISED BID DOCUMENT (Issued with this Addendum):

- 1) Page #37 – Delete the section on Field Testing. The field testing, if needed, will be done by the City.

**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, appearing to read "Andrea Klopfenstein".

Andrea Klopfenstein, P.E.  
Project Engineer



entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer application. Application of the asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be treated in both passes of the distributor truck. Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer following field testing. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Engineer. Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Engineer shall have the required amounts applied in two (2) or more applications as directed. Said treatment shall be uniformly applied by a method acceptable to the Engineer. Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor's expense. After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer. The Contractor shall furnish a quality inspection report showing the source and manufacturer of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

#### **FIELD TESTING**

~~Viscosity and penetration testing shall be done on three different streets during the application process. Four (4) cores shall be taken at each location prior to and approximately 50 days following the application of the maltene-based asphalt rejuvenator. Core locations will be determined by the Project Manager and core holes shall be filled with approved mix. The top three eighths (3/8) inch of each core shall be removed and the asphalt extracted and recovered using California Test Method 365 (CTM 365). Viscosities of the recovered asphalt binder shall be determined using a sliding plate microviscometer (CTM 348). Penetration numbers shall be calculated from a nomograph. The results from the pre-treatment and the post-treatment cores from each street shall be compared and the present change in each calculated. The average value of the pre-treatment results and the post-treatment results will be used to determine the final Viscosity and Penetration value. No compensation will be made for material not meeting specifications. Test indicating failure to meet the specifications may result in additional tests being required on other streets. No additional compensation will be made for additional testing. Testing shall be performed by an independent third party testing laboratory that has experience with the specified test methods and equipment. Testing shall be coordinated with owner's materials testing laboratory and in their presence when cores are extracted or when required by the Project Manager. The owner reserves the right to extract treated cores 1 year after rejuvenator application. Viscosity and Penetration values shall be determined using California Test Method 365 (CTM 365) and compared to the original untreated values.~~

#### **STREET SWEEPING**

The Contractor shall be responsible for sweeping and cleaning of the streets prior to and after treatment. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other methods

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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 **RECLAMITE/ CRF CONTRACT - 2014.**

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

3. Instruction to Bidders.

(A) Specifications and proposal forms are issued through the Office of the City Engineer, Public Works Facility, 3505 North Dries Lane, Peoria, IL, Phone number 309-494-8800. Before plans and specifications may be obtained, contractors must be pre-qualified. Electronic documents are available by providing contact information (company name, contact name, phone number, fax number and email address) in an email request to [pwdropbox@peoriagov.org](mailto: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: "RECLAMITE/CRF 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 consists of the application of two types of pavement rejuvenating agents to bituminous asphaltic concrete surface courses. The applications to be used are 'Reclamite Emulsified Maltene-Based Rejuvenator' and 'CRF Maltene-Based Restorative Seal'. This work shall be done at locations listed and in accordance with the specifications included in this document, the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2012 and as directed by the City Engineer. It will be the responsibility of the Contractor to sweep the streets both before the rejuvenator is applied and after the sand is placed. The Contractor shall furnish all materials, including sand, and provide all traffic control. The swept sand will be hauled to the City property on Darst Street or as directed by the City. Necessary adjustments, incidentals and appurtenant items shall be constructed as directed by the City.
2. The specifications for the proposed improvement are those prepared for the City of Peoria Engineering Department by Clark Dietz, Inc., which specifications are designated as **RECLAMITE/CRF 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/](http://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](mailto: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](http://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:

**RECLAMITE LOCATIONS**

<b>STREET NAME</b>	<b>FROM</b>	<b>TO</b>	<b>SURFACE YEAR</b>	<b>AREA SY</b>
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**DISTRICT 1**

Caroline St	RR Tracks	Adams St	2011	950
Friedan St	Griswold St	Seibold St	2012	2,648
Seibold St	Griswold St	Friedan St	2011	1,766
Folkers Ave	Krause Ave	Grinnell St	2005	1,989
Wayne St	Glendale Ave	Glen Oak Ave	2007	2,512
Wiswall Ct	Wiswall St	Cul-de-sac	2005	483

DISTRICT 1 TOTAL: 10,348

**DISTRICT 2**

Columbia Ter	North St	Flora Ave	2010	1,383
Columbia Ter	Flora Ave	Sheridan Rd	2010	3,286
Columbia Ter	Sheridan Rd	University St	2010	10,189
Easton Pl	Gale Ave	Forrest Hill	2011	3,517
Gale Ave	University St	Nebraska Ave	2004	6,867

DISTRICT 2 TOTAL: 25,242

**DISTRICT 3**

Kansas St	Maryland Ave	Wisconsin Ave	2010	2,475
Maryland Ave	Kansas St	Republic St	2010	3,267
Republic St	Maryland Ave	Wisconsin Ave	2010	89
Ridge Rd	Sheridan Rd	Isabell Ave	2011	6,393
Stonegate Rd	Sheridan Rd	North St/ 404 Stonegate Rd	2013	4,250

DISTRICT 3 TOTAL: 16,474

**DISTRICT 4**

None

DISTRICT 4 TOTAL: 0

**DISTRICT 5**

Arden Way	Granite St	E 202'	2012	696
Arden Way	Granite St	W 139'	2012	468
Honeycreek Ln	Fieldgrove Dr	SW 580'	2012	1,998
Sawmill Ln	Fieldgrove Dr	WEST 640'	2012	2,204
Sesame St	Granite St	Cul-de-sac	2011	3,255
Thistlewood Ct	Sawmill Ln	Cul-de-sac	2012	706
Water Oak Dr	Willow Oak Ct	6811 N Water Oak Dr	2012	1,981
Whittington Way	Granite St	2504 Whittington Way	2012	4,064

DISTRICT 5 TOTAL: 15,372

**PROJECT RECLAMITE TOTAL: 67,436**

## **CRF LOCATIONS**

<b>STREET NAME</b>	<b>FROM</b>	<b>TO</b>	<b>SURFACE YEAR</b>	<b>AREA SY</b>
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### DISTRICT 1

Fremont St	Laramie St	Folkers Ave	2005	3,533
Monroe St	Spring St	Wayne St	2007	12,356

DISTRICT 1 TOTAL: 15,889

### DISTRICT 2

Avalon Pl	Hudson St	Albany St	2008	2,083
Twelve Oaks Dr	Loucks Ave	Forrest Hill Ave	2008	2,333

DISTRICT 2 TOTAL: 4,417

### DISTRICT 3

Humbolt Av	Prospect	TP at 5501	2006	4,900
California	War Memorial	Forrest Hill	2008	11,600
Wisconsin Ave	Kansas St	Frye Ave	2010	1,689
Wisconsin Ave	Frye Ave	Republic St	2010	1,547

DISTRICT 3 TOTAL: 19,736

### DISTRICT 4

Northland Ave	War Memorial Dr	Renwood Ave	2004	2,000
Tomar Ct	Cul-de-sac	Cul-de-sac	2008	2,533

DISTRICT 4 TOTAL: 4,533

### DISTRICT 5

Juliet Ct	Alta Rd	Cul-de-sac	2010	2,116
Dorset St	Wilhelm Rd	Stonehenge Ct	2008	1,550
Emerald Ct	Wilhelm Rd	Quartz St	2007	756
Emerald Ct	Quartz St	Cul-de-sac	2009	1,481
Glenfield Dr	10709 Glenfield Dr	Hearthwood Dr	2009	1,102
Hearthwood Dr	4006 Hearthwood Dr	West 455'	2009	1,567
Moonstone Ct	Quartz St	Cul-de-sac	2007	1,794
Overtone St	Wilhelm Rd	Stonehenge Ct	2008	2,049
Paddington Ct	Brookshire Dr	Cul-de-sac	2005	1,894
Piccadilly Pl	Queens Ct Rd	Kingsway Dr	2009	1,292
Playden Dr	Wilhelm Rd	Wilhelm Rd	2008	6,028
Richmar Rd	Knoxville Ave	end curb & gutter	2008	1,278
RUBY CT	Quartz St	Cul-de-sac	2009	1,671
Stonehenge Ct	Cul-de-sac	Cul-de-sac	2008	5,752
Wessex Dr	Playden Dr (Circle)	Playden Dr (Circle)	2008	2,979

**CRF LOCATIONS CONTINUED**

Queens Ct Rd	Piccadilly Pl	Miramar Dr	2008	1,691
Brookshire Dr	Old Dead End	New Dead End	2006	2,644
Brookshire Dr	Alta Rd	Old Dead End	2005	2,239

DISTRICT 5 TOTAL: 39,884

**PROJECT CRF TOTAL: 84,459 SY**

**BID FOR RECLAMITE/CRF PAVEMENT MAINTENANCE CONTRACT 2014**

<b>Item#</b>	<b>Item Description</b>	<b>Bid Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Item Total</b>
1	RECLAMITE EMULSIFIED MALTENE-BASED REJUVENATOR	67,436	SY		\$
2	CRF MALTENE BASED RESTORATIVE SEAL	84,459	SY		\$
<b>TOTAL BID:</b>					\$

**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: \_\_\_\_\_

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
<b>TOTALS</b>				

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

**PROJECT LOCATIONS & QUANTITIES**

This work will occur within the City limits. The project locations are shown in the Reclamite and CRF Locations tables on pages 10-12. 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 protect the contractor and any Subcontractor performing work covered by this project, from claims for damages in an amount not less than \$1,000,000 Combined Bodily Injury and Property Damage.

**UMBRELLA COVERAGE**

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

**ADDITIONAL INSURED ENDORSEMENT**

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

**PROOF OF CARRIAGE OF INSURANCE**

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

Certificates of insurance are required. The Certificate must state the following "The City of Peoria, its officers, directors, employees, agents, and Representative; and the Owner's Representative ,its officers, directors, employees, agents, and Representative" are named as Additional Insured on a primary basis for liability arising out of the Contractor's operations."

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

**SUBSTANCE ABUSE PREVENTION PROGRAM**

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

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

**PROSECUTION AND PROGRESS OF WORK**

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

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

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

**EXISTING UNDERGROUND FACILITIES**

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

**COOPERATION WITH UTILITY COMPANIES**

It is understood and agreed that the Contractor has considered, in their bid, all the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience or damage sustained by the contractor due to any interference from the said utility appurtenances or the operations of moving them.

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



### **NOTIFICATION OF UTILITIES PRIOR TO CONSTRUCTION**

All utility companies must be notified by the Contractor, in writing, at least one (1) week in advance prior to starting construction on the City-wide program so that they will have adequate time to locate and mark their utility locations in the field and twenty-four (24) hours prior to commencing actual construction work. All utility companies must be notified so that they may have personnel on the job site to assist in locating their utility lines and avoid damage to their utilities. Specifically, Ameren ILLINOIS, Comcast Communications, AT&T, McLeod Communications and the Illinois-American Water Co., have requested that they be notified prior to the start of construction. A copy of the letter notifying the utility companies of the Contractor's intention to start work on the City-wide program must be received by the City before the Contractor will be permitted to start construction.

### **J.U.L.I.E. SYSTEM**

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

***Since this is a City-wide program, J.U.L.I.E. will need to be notified before construction at each location.***

### **NOTIFICATION OF THE PUBLIC**

The City will notify the property owners along the streets that will be treated in writing a minimum of 24 hours in advance of the work. The Contractor shall provide the City: the work schedule, the no parking restrictions, property access information, and the contractor contact person's name, local phone number, and email address. 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
PILEDRIVER	BLD	31.380	33.630	1.5	1.5	2.0	8.000	14.71	0.000	0.520
PILEDRIVER	HWY	32.650	34.900	1.5	1.5	2.0	8.000	15.46	0.000	0.520
PIPEFITTER	BLD	37.400	41.510	1.5	1.5	2.0	7.000	11.63	0.000	1.060
PLASTERER	BLD	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
<del>SURVEY WORKER</del> -> 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
TUCKPONTER	BLD	32.380	33.880	1.5	1.5	2.0	8.600	9.870	0.000	0.590

Legend:

RG (Region)

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

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

**Explanations**  
**PEORIA COUNTY**

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

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

**EXPLANATION OF CLASSES**

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

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

**CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER**

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

**ELECTRONIC SYSTEMS TECHNICIAN**

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

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

**LABORER, SKILLED - BUILDING**

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: cutting & acetylene torch, gunnite nozzle men, gunnite pump men & pots, kettlemen & carriers of men handling hot stuff, sandblaster nozzle men, sandblasting pump

men & pots, setting up and using concrete burning bars, wood block setters, underpinning & shoring of existing buildings, and the unloading and handling of all material coated with creosote.

#### LABORER, SKILLED - HIGHWAY

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

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

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

Class 4. Low Boy and Oil Distributors.

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

#### TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

#### OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring

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

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps /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 & CMITexture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and

Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to planestreets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete – Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills – Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

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

#### Other Classifications of Work:

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

#### LANDSCAPING

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

#### **PROTECTION OF THE PUBLIC**

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

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

#### **TRAFFIC CONTROL & PROTECTION**

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction," the applicable guidelines contained in the "Manual on Uniform Traffic Control Devices for Streets and Highways," these special provisions, and any special details and Highway standards contained herein and in the plans. This item is incidental to the contract and no additional compensation shall be allowed.

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

Special attention is called to Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction," applicable "Recurring Supplemental Specifications and Special Provisions" and the following Highway Standards relating to traffic control:

**(701301-04; 701501-06; 701601-08; 701602-06; 701606-08; 701701-08; 701801-05; & 701901-02)**

When construction operations require the closure of one lane, except turn lanes, the closure of said



lane shall require the use of the specified arrow board per Standard 701901-02. The work shall be performed as directed by the Owner's Representative.

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

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

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

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

The Contractor will be responsible with scheduling garbage pickup in the neighborhoods.

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

#### **ITEMS DESIGNATED FOR REMOVAL AND EXCAVATION**

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

#### **SALVAGING EXISTING MATERIALS**

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

the City.

**CONSTRUCTION DEBRIS**

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

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

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

**DAMAGE TO EXISTING TREES**

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

**GUARANTEE PERIOD**

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

## **PART 3-SPECIAL PROVISIONS**

STATE OF ILLINOIS  
CITY OF PEORIA  
Special Provisions

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2012, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids, the "Standard Specifications for Traffic Control Items," adopted January 1, 2012 and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2012, included herein which apply to and govern the construction of the **RECLAMITE/CRF PAVEMENT 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.

**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.

**RECLAMITE EMULSIFIED MALTENE-BASED REJUVENATOR**

**GENERAL SCOPE**

This work shall consist of furnishing all labor, material, tools and equipment necessary to perform all operations for the application of Reclamite Emulsified Maltene-Based Asphalt Rejuvenating Agent to bituminous asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be naphthenic. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract.

**PRE-CONSTRUCTION**

The CONTRACTOR shall present samples of materials, laboratory reports, calibration reports, and proof of work experience as required by these specifications to the Resident Engineer at the pre-construction meeting.

**MATERIAL SPECIFICATIONS**

The emulsion will be a naphthenic maltene-based rejuvenating agent composed of four maltene components (listed below) uniformly emulsified with water. Each bidder must submit with the bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

Tests on Emulsion	Test Method (ASTM)	Requirements	
		Min.	Max.
Viscosity @ 25°C, SFS	D244	15	40
Residue, % weight	D244 (Mod) <sup>3</sup>	60	65
Miscibility Test	D244 (Mod) <sup>2</sup>	No Coagulation	
Sieve Test, % w	D244 (Mod) <sup>1</sup>	-	0.1
Particle Charge Test	D244	Positive	

**Tests on Residue from Distillation**

Flash Point, COC, °C	D92	196	-
Viscosity@ 60°C, cSt	D445	100	200
Asphaltenes, % w	D2006-70	-	0.75
Maltene Dist. Ratio (Polar Compounds) + (First Acidaffins) / (Saturates) + (Second Acidaffins)	D2006-70	0.3	0.6
Polar Compounds/ Saturated Hydrocarbons Ratio	D2006-70	0.5	-
Saturated Hydrocarbons, S	D2006-70	21	28

<sup>1</sup>Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two (2) percent sodium oleate solution.

<sup>2</sup>Test procedure identical with ASTM D-244 except that .02 Normal Calcium Chloride solution shall

be used in place of distilled water.

<sup>3</sup>ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foam ceases, then cool immediately and calculate results.

### **MATERIAL PERFORMANCE**

The rejuvenating agent shall have record of at least two years of satisfactory service as asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to penetrate, replace lost maltene fractions, and decrease the viscosity and increase the penetration value of the in-place asphalt binder as follows; the viscosity shall be reduced by a minimum of forty-five (45) percent, the penetration value shall be increased by a minimum of twenty-five (25) percent. Testing shall be performed by an independent testing laboratory on extracted asphalt cement from pavement to a depth of three-eighths inch (3/8"). In addition, the pavement shall be in-depth sealed to prevent the intrusion of air and water.

The bidder must submit with their bid:

1. Asphalt Rejuvenator product name and descriptive literature. Literature shall be descriptive and detailed information and shall show it at least meets the material specifications.
2. A current Material Safety Data Sheet (MSDS) for the material.
3. The manufacturer's certification that the material proposed for use is in compliance with these specification requirements.
4. Previous use documentation and test data conclusively demonstrating that the rejuvenating agent has been used successfully for a period of two years by government agencies such as Cities, Counties, or DOT's.
5. Testing data from a minimum of five projects showing that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by an independent testing laboratory as to the required change in the asphalt binder viscosity and penetration number.

### **PRODUCT STANDARDS**

The product "Reclamite"® produced by Tricor Refining, LLC is the standard for the naphthenic emulsified maltene-based asphalt rejuvenating agent requirements and the prices quoted on the Bid Sheet shall include one of these standards.

### **APPLICATOR EXPERIENCE**

The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of 5 years experience in applying the product proposed for use on municipal streets. The Contractor must submit with the bid a list of five (5) projects on which said rejuvenator was applied. Also indicate the project dates, number of square yards treated in each and the name and phone number of the manager in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating

agent must be present and in control of each day's work. The bidder shall submit at the preconstruction meeting a written experience outline of the project superintendent.

#### **APPLICATION TEMPERATURE AND WEATHER LIMITATIONS**

The temperature of the asphalt rejuvenation emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 40 degrees Fahrenheit or when temperatures are forecasted to fall below 35 degrees Fahrenheit within twenty-four (24) hours of application. It shall be the discretion of the Engineer to determine when weather conditions are not appropriate for the application to occur. Contractor shall halt the application process when so ordered by the Engineer.

#### **HANDLING OF ASPHALT REJUVENATING AGENT**

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to inspection and the Contractor shall halt the application process when so ordered by the Project Manager.

#### **APPLICATION EQUIPMENT**

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five (5) percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 0.5 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as to not broadcast sand onto driveways or tree lawns. Any wet sand shall be rejected from the job site. Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

#### **APPLICATION OF REJUVENATING AGENT**

The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the



entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer application. Application of the asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be treated in both passes of the distributor truck. Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer following field testing. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Engineer. Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Engineer shall have the required amounts applied in two (2) or more applications as directed. Said treatment shall be uniformly applied by a method acceptable to the Engineer. Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor's expense. After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer. The Contractor shall furnish a quality inspection report showing the source and manufacturer of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

### **FIELD TESTING**

Viscosity and penetration testing shall be done on three different streets during the application process. Four (4) cores shall be taken at each location prior to and approximately 50 days following the application of the maltene-based asphalt rejuvenator. Core locations will be determined by the Project Manager and core holes shall be filled with approved mix. The top three-eighths (3/8) inch of each core shall be removed and the asphalt extracted and recovered using California Test Method 365 (CTM 365). Viscosities of the recovered asphalt binder shall be determined using a sliding plate microviscometer (CTM 348). Penetration numbers shall be calculated from a nomograph. The results from the pre-treatment and the post-treatment cores from each street shall be compared and the present change in each calculated. The average value of the pre-treatment results and the post treatment results will be used to determine the final Viscosity and Penetration value. No compensation will be made for material not meeting specifications. Test indicating failure to meet the specifications may result in additional tests being required on other streets. No additional compensation will be made for additional testing. Testing shall be performed by an independent third party testing laboratory that has experience with the specified test methods and equipment. Testing shall be coordinated with owner's materials testing laboratory and in their presence when cores are extracted or when required by the Project Manager. The owner reserves the right to extract treated cores 1 year after rejuvenator application. Viscosity and Penetration values shall be determined using California Test Method 365 (CTM 365) and compared to the original untreated values.

### **STREET SWEEPING**

The Contractor shall be responsible for sweeping and cleaning of the streets prior to and after treatment. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other methods

approved by the Engineer. If hand cleaning is not sufficient, then a self-propelled street sweeper shall be used. All sand used during the treatment must be removed no later than forty-eight (48) hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned and free of any material that would interfere with the treatment. All debris generated by sweeping shall be picked up and disposed of by the contractor. Street sweeping shall be included in the price bid per square yard for asphalt rejuvenating agent. If after sand is swept and it is determined that a hazardous condition exists on the roadway, the Contractor must apply additional sand and sweep no later than twenty-four (24) hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

#### **TRAFFIC CONTROL AND SAFETY**

The Contractor shall schedule the operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for traffic. Cure time shall be no longer than 90 minutes. When traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one (1) lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane. Access to adjacent properties shall be maintained during the application. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. All signing and barricading of the work zone shall comply with MUTCD guidelines and IDOT standards. The Contractor shall notify the Project Manager as to the streets that are to be treated each day. All support vehicles used shall also have flashing beacons that can be seen from all sides of the vehicle, for safety considerations for all work on major arterials. If the Contractor fails to provide the required signing, the Contractor shall stop all operations until safe signing and barricading is achieved.

#### **SPREADING OF SAND OR SCREENINGS**

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

Spreading shall consist of applying free flowing sharp sand, FA2 or limestone screenings to insure even distribution of the sand or screenings to be worked into any voids in the pavement surface as directed by the City. A twin spinner, rubber belt feed system aggregate distributor shall be used for uniform application. The aggregate distributor shall apply sand or screenings at a rate of two (2) pounds to four (4) pounds per square yard.

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

#### **BASIS OF PAYMENT**

Asphalt rejuvenating agent shall be measured by the square yard of material in place and will be paid for at the contract unit price per Square Yard for **Reclamite Emulsified Maltene-Based Rejuvenator**. Prices shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required.

## **CRF MALTENE BASED RESTORATIVE SEAL FOR BITUMINOUS PAVEMENTS**

### **SCOPE**

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

### **MATERIAL SPECIFICATIONS**

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

Property	Test Method	Requirements
Viscosity, 25°C, SFS	ASTM D244	25-150
Sieve Test, w%	ASTM D244 (Mod) <sup>1</sup>	0.1 Max.
Particle Charge	ASTM D244	Positive
1-day Settlement, w%	ASTM D244	1.0 Max.
Residue, w%	ASTM D244 (Mod) <sup>2</sup>	64.0 Min.
Tests on the Residue:		
Viscosity, 60°C, cSt	ASTM D2170	1000-4000
Maltene Distribution Ratio (Polar Compounds) + (First Acidaffins) (Saturates) + (Second Acidaffins)	ASTM D2006-70	0.7-1.1
Polar Compounds/Saturates Ratio	ASTM D2006-70	0.5 Min.
Asphaltenes, w%	ASTM D2006-70	14.0 Max.

<sup>1</sup>Test procedure identical with ASTM D244 except that distilled water shall be used in place of two percent sodium oleate solution.

<sup>2</sup>ASTM D244 Evaporation Test for percent residue is modified by heating a 50 gram sample to 149°C (300°F) until foaming ceases, then cooling immediately and calculating results.

### **MATERIAL PERFORMANCE**

The restoring agent shall have a record of satisfactory service as an emulsified asphalt restoring agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder as follows. The viscosity shall be reduced by a minimum of 20 percent and the penetration value shall be increased by a minimum of 15 percent. Testing shall be performed on extracted asphalt cement from a pavement to a depth of three eighths inch (3/8"). In addition, the pavement shall be in-depth sealed to the intrusion of air and water.

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

#### **APPLICATOR EXPERIENCE / PRE-QUALIFICATIONS**

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

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

#### **PRODUCT STANDARDS**

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

#### **APPLICATION TEMPERATURE/WEATHER LIMITATIONS**

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

#### **HANDLING OF AN EMULSIFIED ASPHALT RESTORING AGENT**

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

#### **APPLICATING EQUIPMENT**

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

A check of the distributor equipment as well as application rate accuracy and uniformity of

distribution shall be made when directed by the Engineer.

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

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

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

#### **APPLICATION OF RESTORING AGENT**

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

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

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

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

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

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

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

#### **SPREADING OF SAND OR SCREENINGS**

Sand or screenings shall be furnished by the Contractor. The contractor shall furnish all equipment,

tools, labor, materials and incidentals necessary to perform the sanding operation in accordance with this contract.

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

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

### **STREET SWEEPING**

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by handbrooming, power blowing or other approved methods. If in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

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

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

### **TRAFFIC CONTROL**

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

When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply the diluted asphalt restoring agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

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

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

#### **FIELD TESTING**

Viscosity and penetration testing shall be done on three different streets during the application process. Four (4) cores shall be taken at each location prior to and approximately 30 days following the application of the maltene-based asphalt rejuvenator. Core locations will be determined by the Project Manager and core holes shall be filled with approved mix. The top three-eighths (3/8) inch of each core shall be removed and the asphalt extracted and recovered using California Test Method 365 (CTM 365). Viscosities of the recovered asphalt binder shall be determined using a sliding plate microviscometer (CTM 348). Penetration numbers shall be calculated from a nomograph. The results from the pre-treatment and the post-treatment cores from each street shall be compared and the present change in each calculated. The average value of the pre-treatment results and the post treatment results will be used to determine the final Viscosity and Penetration value. No compensation will be made for material not meeting specifications. Test indicating failure to meet the specifications may result in additional tests being required on other streets. No additional compensation will be made for additional testing. Testing shall be performed by an independent third party testing laboratory that has experience with the specified test methods and equipment. Testing shall be coordinated with owner's materials testing laboratory and in their presence when cores are extracted or when required by the Project Manager.

#### **METHOD OF MEASUREMENT**

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

#### **BASIS OF PAYMENT**

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

# **PART 4- EQUAL OPPORTUNITY REQUIREMENTS**



## EEO CONTRACT COMPLIANCE CLAUSE

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

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

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

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

During the performance of this contract, the Contractor agrees:

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

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

- (B) That it will examine each one of its workforce job classifications to determine if minorities and/or females are underutilized; and it will take appropriate affirmative action steps to rectify such identified underutilization.
- (C) That if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability of minority and females in the area(s) from which it may reasonably recruit; and every good faith effort will be made in its selection process to minimize or eliminate identified areas of minority and/or female underutilization for each job classification for which there are employment opportunities.
- (D) That during the performance of this contract, the Contractor will maintain its eligibility status to conduct business with the City of Peoria under the provisions of the EEO certification registration program.
- (E) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, sex, religion, national origin, age, or physical and/or mental disability.
- (F) That it will send to each labor organization or Representative of workers with which it has or is bound by a collective bargaining agreement or understanding, a notice advising such labor organization or Representative of the Contractor's obligations under Chapter 17. If any such labor organization or Representative fails or refuses to cooperate with the Contractor in its efforts to comply with Chapter 17, the Contractor will promptly so notify the Equal Opportunity Office (hereinafter EOO) and/or the FEHC for the City of Peoria.
- (G) That it will submit reports as required and furnish all relevant information as may from time to time be requested the EOO and/or the FEHC.
- (H) That it will permit access to all relevant books, records, accounts and work sites by EOO staff members for purposes of investigation to ascertain compliance with Chapter 17.
- (I) That it will include verbatim or by reference the provisions of Section 17-120 of Chapter 17 so that such provisions will be binding in the same manner as with other provisions of this contract. The Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further, it will promptly notify the EOO and/or FEHC in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any subcontractor declared by the EOO and/or FEHC to be non-responsive and therefore, ineligible for 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](mailto: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](http://www.peoriagov.org/equal-opportunity/minority-and-women-business-enterprise-mwbe-directory) to view the directory.

**EQUAL EMPLOYMENT OPPORTUNITY**

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

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 RECLAMITE/CRF PAVEMENT 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: \_\_\_\_\_

Truck

No.: \_\_\_\_\_

Description of  
Material: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approximate Weight of Material: \_\_\_\_\_

Approximate Volume of Material: \_\_\_\_\_

Disposition of Material:

Location:

\_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Owner: \_\_\_\_\_

Operator: \_\_\_\_\_



## SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

Letting Date: \_\_\_\_\_ Item No.: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Route: \_\_\_\_\_

Section: \_\_\_\_\_

Job No.: \_\_\_\_\_

County: \_\_\_\_\_

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

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

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



# SUB-CONTRACTOR FINAL PAYMENT NOTIFICATION FORM

TAPE HERE

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

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

Date \_\_\_\_\_ Name \_\_\_\_\_

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Postage  
Stamp  
Required

City of Peoria

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TAPE HERE

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

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

FOLD HERE

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

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

Date prepared \_\_\_\_\_



Postage  
Stamp  
Required

Attn: \_\_\_\_\_

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BC 2246 (Rev. 9/97)

