

RETURN WITH BID



Local Public Agency
Material Proposal or
Deliver & Install
Proposal


PROPOSAL SUBMITTED BY		
Contractor's Name		
Street	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF CHAMPAIGN
 CITY OF URBANA
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE NO. 2021 Bituminous Surface Treatment Maintenance Program
 SECTION NO. 20-00632-00-SC
 TYPES OF FUNDS Local

- MATERIAL PROPOSAL DELIVER & INSTALL PROPOSAL
 SPECIFICATIONS (required) PLANS (if applicable)

For Municipal Projects	
Submitted/Approved/Passed	
	
<input type="checkbox"/> Mayor	<input type="checkbox"/> President of Board of Trustees
<input checked="" type="checkbox"/> Municipal Official	
<u>8/2/2021</u>	
Date	

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Champaign
Local Public Agency City of Urbana
Section Number 20-00632-00-SC
Route Various

Sealed proposals for the furnishing or delivering & installing materials required in the construction/maintenance of the above Section will be received and at that time publicly opened and read at the office of Director of Public Works,

706 South Glover, Urbana, Illinois 61802 until 2:00 PM on August 18, 2021
Address Time Date

- 1. Plans and proposal forms will be available in the office of Director of Public Works, 706 South Glover, Urbana, Illinois 61802
2. Prequalification. If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals.
4. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty.
5. The Notice of Award cannot be issued until the Contractor's equal opportunity compliance and certification forms have been approved by Urbana's Human Relations Commission. Contractors are encouraged to pre-qualify with the City prior to the bid opening to expedite issuance of the Notice of Award. Required certification forms are included in this packet.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
7. Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "2021 Bituminous Surface Treatment Maintenance Program, Section 20-00632-00-SC".

By Order of City of Urbana August 2, 2021 Tim A. Cowan
(Awarding Authority) Date (County Engineer/Superintendent of Highways/Municipal Clerk)

Material Proposal or Deliver & Install Proposal

To City of Urbana
(Awarding Authority)

If this bid is accepted within 45 days from date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

- 1. It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2021, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
2. It is understood that quantities listed are approximate only and that they may be increased or decreased as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit price stated and that bids will be compared on the basis of the total price bid for each group.
3. Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.
4. The contractor performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.
5. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

Discounts will not be considered in determining the low bidder.

Bidder
Address

By
Title
(Signature)



**Material Proposal
Schedule of Prices**

Group No.	Items	Delivery	Unit	Quantity	Unit Price	Total
	Bituminous Surface Treatment (Preventative Maintenance)		S.Y.	38,204		

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, 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 State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Signature of Bidder

Address



Contract Bond

Route Various
 County Champaign
 Local Agency City of Urbana
 Section 20-00632-00-SC

We , _____

a/an) Individual Co-partnership Corporation organized under the laws of the State of _____ ,
as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

_____ Dollars (_____), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, 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 has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

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

PRINCIPAL

(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

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 or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument 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. _____

My commission expires _____

Notary Public **(SEAL)**

SURETY

(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS.

(SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument 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. _____

My commission expires _____

Notary Public **(SEAL)**

Approved this _____ day of _____, A.D. _____

Attest: _____

(Awarding Authority)

Clerk

(Chairman/Mayor/President)

CITY OF URBANA
CERTIFICATION FORMS

The Notice of Award cannot be issued until the Contractor's equal opportunity compliance and certification forms have been approved by Urbana's Human Relations Commission. Contractors are encouraged to pre-qualify with the City prior to the bid opening to expedite issuance of the Notice of Award.

Consultants can check to see if they are Equal Employment Opportunity (EEO) qualified with the City by contacting the City Human Relations Office at HRO@urbanaininois.us or (217)384-8455.

The following Urbana Certification Forms should be completed and submitted to the City of Urbana as soon as possible by Consultants that are not EEO qualified:

- (1) Vendor Representations and Additional Duties Form
- (2) Equal Employment Opportunity (E.E.O.) Workforce Statistics Form

The forms can be mailed to:

City of Urbana
Attn: Human Relations Office
400 South Vine Street
Urbana, IL 61802
217-384-2466 – Phone
HRO@urbanaininois.us

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VENDOR REPRESENTATIONS AND ADDITIONAL DUTIES

The Vendor agrees that following representations and additional duties are a material part of the contract. The undersigned, having been duly sworn under oath, certifies and agrees as follows:

1. None of the Vendor or its partners, officers, owners, employees, or agents have been barred from contracting with a unit of State or local government in the past five years as a result of a conviction for bid rigging, in violation of 720 ILCS 5/33E-3 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.
2. None of the Vendor or its partners, officers, owners, employees, or agents have ever been barred from contracting with a unit of State or local government as a result of a conviction for bid rotating, in violation of 720 ILCS 5/33E-4 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.
3. If the Vendor holds any elected or appointed office under the laws or Constitution of this State, the Vendor is in compliance with the Public Officer Prohibited Activities Act. 50 ILCS 105/3.
4. The Vendor is not a municipal officer with a prohibited financial interest in this contract, directly in the officer's own name or indirectly in the name of any other person, association, trust, or corporation, in accordance with 65 ILCS 5/3.1-55-10.
5. *Please initial one statement, in accordance with 65 ILCS 5/11-42.1-1:*
 - A. _____ The Vendor is not delinquent in the payment of any tax administered by the Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax.
 - B. _____ The Vendor has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and is in compliance with the agreement.
6. If the Vendor employs commercial motor vehicle operators, the Vendor is in compliance with the Federal Highway Administration rules for controlled substances and alcohol use and testing. 49 CFR Parts 40 and 382.
7. During the term of this contract, the Vendor shall comply with (a) Urbana City Code Section 2-119, which prohibits employment discrimination by contractors and vendors with the City; (B) the Equal Employment Opportunity provisions of Ill. Admin. Code tit. 44, § 750; and (C) Article 2 of the Illinois Human Rights Act, 775 ILCS 5/2-101 *et seq.*, including without limitation the requirement that the Vendor have a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
8. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor has filed with the City and made available to the general public a copy of the Vendor's written substance abuse prevention program, which meets or exceeds the requirements of 820 ILCS 265/15.



VENDOR REPRESENTATIONS AND ADDITIONAL DUTIES

9. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor shall use United States produced steel products, in compliance with 30 ILCS 565/4.

10. If this contract involves the construction, addition to, or alteration of public works, the Vendor shall employ laborers in compliance with the Veterans Preference Act (330 ILCS 55/0.01 et seq.) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.).

11. The Vendor shall comply with all applicable provisions of the Prevailing Wage Act, which requires the payment of the prevailing rate of wage to all laborers, workers, and mechanics employed by or on behalf of a public body in the construction, demolition, maintenance, or repair of public works. 820 ILCS 130/0.01 et seq. The prevailing wage rates are established and revised by the Department of Labor and are available at www.state.il.us/agency/idol/rates/rates.htm.

12. The Vendor shall obtain from all subcontractors to be used in the performance of this contract a sworn statement agreeing to the representations and additional duties contained on this document. The Vendor shall maintain the sworn statements on file for the duration of this contract and shall promptly provide them to the City upon request. If a subcontractor is or becomes ineligible for a contract with the City, the Vendor promptly shall terminate its subcontract upon the City's request. The Vendor shall include adequate provisions in all subcontracts to allow it to terminate such subcontracts as required herein.

The representations contained on this document are true, complete, and correct in all respects. The representations contained herein are continuing. If any such representation is no longer true or correct, the Vendor promptly shall notify the City in writing.

Vendor: _____
By: _____
Printed name: _____
Title: _____
Date: _____

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date)

by _____ (name of person making statement).

(seal)

Signature of notary public

CITY OF URBANA HUMAN RELATIONS DIVISION 400 SOUTH VINE ST. URBANA, ILLINOIS 61801 (217) 384-2455 (phone); 328-8288 (fax) hro@urbanaininois.us	Office Use Only (09/15)	
	Requested by:	Date:
	Approved by:	Date:
	Certification Date:	
	Certificate Expiration Date:	
EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.) WORKFORCE STATISTICS FORM		
<p>Please complete the sections below as instructed. Failure to properly complete this form may result in a delay or denial of eligibility to bid or do business with the City of Urbana.</p>		
Section I. Identification		
1. Company Name and Address:		
Name:		
d/b/a:		
Address:		
City/State/Zip:		
Telephone Number(s) include area code:		
Check one of the following		
Corporation	<input type="checkbox"/>	Partnership
Individual Proprietorship	<input type="checkbox"/>	Limited Liability Corp.
FEI Number:		Social Security Number:
2. Name and Address of the Company's Principal Office (answer only if not the same as above)		
Name:		
Address:		
City/State/Zip		
3. Major activity of your company (product or service):		
4. Project on which your company is bidding:		
5. City of Urbana contact staff assigned to contract:		

SECTION II. Policies and Practices

Description of EEO Policies and Practices		YES	NO
A.	Is it the Company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income ?		
B.	Has someone been assigned to develop procedures, which will assure that the EEO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate <u>the name and title of the official charged with this responsibility.</u> Name: _____ Title: _____ Telephone: _____ Email: _____		
C.	Does the company have a written Equal Employment Opportunity plan or statement? Note: If no, a copy of an E.E.O statement is enclosed. You must attach an EEO Statement in order to be considered eligible to do business with the City of Urbana. Questions? (217) 384-2455 or hro@city.urbana.il.us.		
D.	Has the company developed a written policy statement prohibiting Sexual Harassment? You must attach a copy of your company's Sexual Harassment Policy in order to be considered eligible to do business with the City of Urbana.		
E.	Have all recruitment sources been notified that the company will consider all qualified applicants without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income?		
F.	If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income?		
G.	Has the contractor notified all of its sub-contractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontracts or purchase orders?		
H.	Is the company a state certified minority/women owned business? If yes, please attach a copy of state certification.		
I.	Does the company have collective bargaining agreements with labor organizations?		
J.	If you answered yes to Question "I", have the labor organizations been notified of the company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts with the City of Urbana?		
K.	Does your company perform construction, rehabilitation, alteration, conversion, demolition or repair of buildings, highways or other improvements to real property? (If yes, please complete Table B.)		
L.	Are you currently seeking to renew an existing or expired Urbana EEO certification? (If yes, you need to complete Table C.)		

SECTION III. Employment Information

IMPORTANT: Please complete the company workforce analysis on the bottom of this page. Use the number of employees as of the most recent payroll period. **You must complete this form in its entirety, as instructed and submit your organization's (1) EEO Statement and (2) Sexual Harassment Policy in order to be eligible to do business with the City of Urbana. For detailed descriptions of the Job Classifications see attached descriptions.** If minorities and females are currently under-represented in your workforce, please attach a copy of an explanation of your plan to recruit and hire qualified minorities and females.

TABLE A – TOTAL CONTRACTOR/VENDOR WORKFORCE

Job Categories	Overall Totals		White (Not of Hispanic Origin)		Black or African-American (Not of Hispanic Origin)		Hispanic or Latino		Asian or Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
Officials & Mgrs												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
M = MALE, Column B is sum of Rows D, F, H, J and L. F = FEMALE, Column C is sum of Rows E, G, I, K and M.												
Date of above Data: _____												

SECTION IV. Certification

By signing below, the company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief and agrees that it/he/she will comply and abide by the City of Urbana's Code of Ordinances (Section 2-119).

Signature

Printed Name and Title

E-mail Address

Date

SECTION V. Verification

Prior to submitting this form, please check the answers to the following questions to verify your completion of this form:

1. **Did you fill in all of the appropriate boxes in the table in Section III, including the "TOTAL" row?**
YES _____ NO _____

2. **Have you enclosed your company's EEO statement?**
YES _____ NO _____

3. **Have you enclosed your company's Sexual Harassment policy?**
YES _____ NO _____

DEFINITIONS OF TERMS LISTED ON THE WORKFORCE STATISTICS FORM

(See previous Page)

DESCRIPTION OF RACE/ETHNIC CATEGORIES

Race /ethnic designations as used by the Department do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this report are:

White (Not of Hispanic origin). All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

Black of African-American (Not of Hispanic origin). All persons having origins in any of the Black racial groups of Africa.

Hispanic or Latino. All persons of Mexican, Puerto Rican, Cuban, Central of South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander. All persons having origins any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands and Samoa.

American Indian or Alaskan Native. All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

DESCRIPTION OF JOB CATEGORIES

Each employee should be counted in only one job category. Select the category containing the jobs most similar to that performed by the employee. The jobs listed in each category are intended to provide an example, not a complete list, of all job titles falling into that category.

Officials and managers. Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers farm operators and managers, and kindred workers.

Professionals. Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists,chemists, designers, dietitians, editors, engineers, layers, librarians, mathematicians, natural scientist, registered professional nurses, personnel and labor relations specialist, physical scientist, physicians, social scientist, teachers, surveyors and kindred workers.

Technicians. Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post high school education, such as is offered in many technical institutes and union colleges, or through equivalent on-the-job training. Include: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales. Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents, and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

Office and clerical. Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

Craft workers (skilled). Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary hand painters, coaters, bakers, decorating occupations, and kindred workers.

Operatives (semiskilled). Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto service and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers and meatcutters, inspectors, testers and graders, handpackers and packagers, and kindred workers.

Laborers (unskilled). Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farmworkers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operation and kindred workers.

Service workers. Workers in both protective and nonprotective service occupations. Includes: Attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, charworkers and cleaners, cooks, counter and fountain workers, elevator operators, firefighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers



Special Provisions

Local Public Agency

County

Section Number

City of Urbana

Champaign

20-00632-00-SC

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted

April 1, 2016

, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

SPECIAL PROVISIONS

1. All materials must be made available, at the location shown on the Material Proposal, to meet the project completion date or the supplier will forfeit his/her bid check and the City may purchase from the second low bidder.
2. Recurring Special Provision, Check Sheet #28, Preventive Maintenance – Bituminous Surface Treatment, shall apply to this contract with the following exceptions:
Materials
The aggregate shall be FM-6 (Crushed Steel Slag). HFP shall be the bituminous material used with the FM-6 (Crushed Steel Slag)
Application Rates
The following rates of application have been assumed in calculating plan quantities:
HFP = 0.35 GAL/SQ YD, FM-6 (Crushed Steel Slag) = 23 LB/SQ YD
3. All materials must be State inspected. It is the responsibility of the Contractor to secure the inspection reports. The aggregate material shall be approved by the Engineer prior to placement.
4. The Contractor shall complete the entire project by **October 29, 2021**, weather permitting. The Contract Time Limit may be changed only by a written Change Order.
5. The Contractor shall take special precautions in protecting sewer facilities encountered on the streets. The Contractor shall prevent the aggregate material from falling into any open lids or inlet grates and also prevent any accumulation on the surface of any open or closed utility and sewer lids by covering them during application, or by other means approved by the Engineer. All covers shall be removed the same day the street is treated. Contractor shall be responsible to clean out any utility or sewer manholes, valve boxes, or other access ports found to have excessive debris from construction.
6. The Contractor shall be responsible for guaranteeing the compatibility of the aggregate with the Bituminous Materials specified. Any aggregate incompatible with the bituminous materials specified shall be replaced by the Contractor at his/her own expense, including any necessary Bituminous Materials.
7. The pavement surface shall be cleaned by means of a mechanical sweeper, hand brooms, flushing with water, or by other approved methods prior to placement of the Bituminous Surface Treatment. This work will be included in the contract unit price per square yard of BITUMINOUS SURFACE TREATMENT (PREVENTATIVE MAINTENANCE).
8. The Contractor shall perform post application sweepings of the Bituminous Surface Treatment as necessary and as directed by the Engineer to remove excess FM-6 (Crushed Steel Slag) after it has been placed. The Contractor shall wait a length of time, as deemed sufficient by the Engineer, after application of the FM-6, to allow for the Bituminous Surface Treatment to fully cure so the material is not removed during the post sweeping process. This work will be included in the contract unit price per square yard of BITUMINOUS SURFACE TREATMENT (PREVENTATIVE MAINTENANCE).

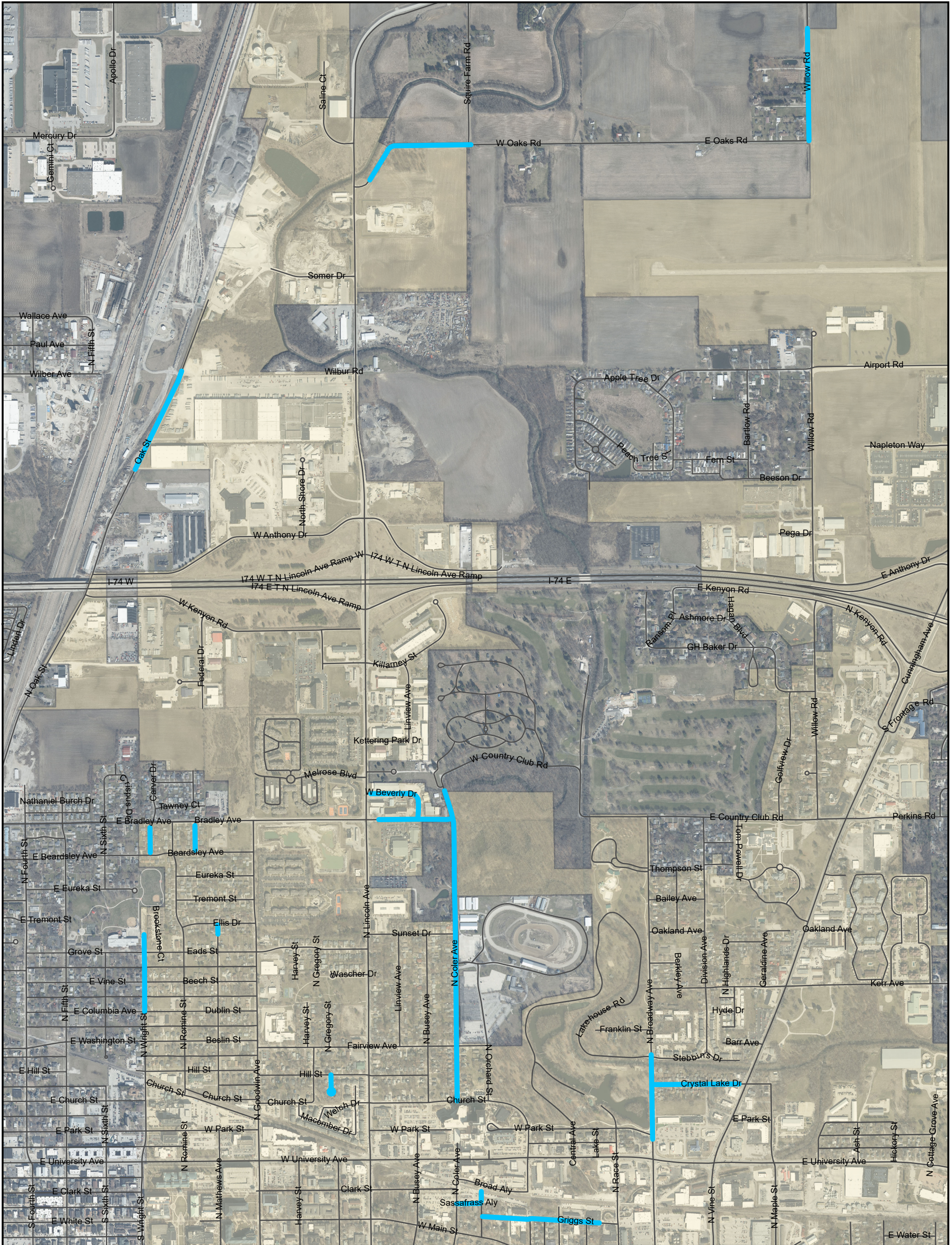
Summary Table of Proposed Work Locations

Street Name	IDEA Section ID	From	To	Surface Treatment	Area (Sq Yd)
CRYSTAL LAKE DR	CRYSTLLKE-A	BROADWAY AVE	CUNNINGHAM AVE	A-1	3624
BROADWAY AVE	BROADWAY-H	S OF PARK ST	N OF STEBBINS DRIVE	A-1	3247
					6871
GRIGGS ST	GRIGGS-A	ORCHARD ST	W OF RACE ST	A-1	4890
ORCHARD ST	ORCHARD-G	SASSAFRASS ALY	N END	A-1	277
SASSAFRASS ALY	NA	COLER AVE	ORCHARD ST	A-1	359
					5526
HILL CT	HILLCT-A	S END	HILL ST	A-1	973
MATHEWS AVE	MATHEWS-K	S OF ELLIS DR	ELLIS DR	A-1	245
MATHEWS AVE	MATHEWS-L	BEARDSLEY AVE	BRADLEY AVE	A-1	857
WRIGHT ST	WRIGHT-E	DUBLIN ST	EADS ST	A-1	1217
WRIGHT ST	WRIGHT-F	EADS ST	N END	A-1	462
CARVER DR	CARVER-A	BEARDSLEY AVE	BRADLEY AVE	A-1	910
					4664
COLER AVE	COLER-I	N OF FAIRVIEW AVE	SUNSET DR	A-1	3516
COLER AVE	COLER-J	SUNSET DR	BRADLEY AVE	A-1	3342
COLER AVE	COLER-K	BRADLEY AVE	N OF BRADLEY AVE	A-1	884
BRADLEY AVE	BRADLEY-E	LINCOLN AVE	COLER AVE	A-1	2700
BEVERLY DR	BEVERLY-A	LINCOLN AVE	BRADLEY AVE	A-1	2448
					12890
OAK ST	OAK-C	S END	N END	A-1	2904
					2904
OAKS RD	OAKS-B	E OF LINCOLN AVE	SQUIRE FARM RD	A-1	3113
WILLOW RD	WILLOW-I	OAKS RD	N END	A-1	2235
					5348
					38203

	HFP (Gallons)	FM-6, Crushed Steel Slag (Tons)
	1268	42
	1136	37
Subtotal =	2405	79
	1712	56
	97	3
	126	4
Subtotal =	1934	64
	341	11
	86	3
	300	10
	426	14
	162	5
	319	10
Subtotal =	1632	54
	1231	40
	1170	38
	309	10
	945	31
	857	28
Subtotal =	4512	148
	1016	33
Subtotal =	1016	33
	1090	36
	782	26
Subtotal =	1872	62
Total =	13371	439

A-1 = Bituminous Seal Coat (HFP) & Aggregate (FM-6, Crushed Steel Slag)

2021 Bituminous Surface Treatment Maintenance Program City Section 20-00632-00-SC



Legend

- 2021 Seal Coat Locations
- Streets
- ▭ Urbana City Limits





Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
City of Urbana Public Works	Champaign	20-00632-00-SC

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	97
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	100
3	<input type="checkbox"/> EEO	101
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	111
5	<input type="checkbox"/> Required Provisions - State Contracts	116
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	122
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	123
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	124
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	125
10	<input type="checkbox"/> Construction Layout Stakes	128
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	131
12	<input type="checkbox"/> Subsealing of Concrete Pavements	133
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	137
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing	139
15	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	140
16	<input type="checkbox"/> Polymer Concrete	142
17	<input type="checkbox"/> PVC Pipeliner	144
18	<input type="checkbox"/> Bicycle Racks	145
19	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	147
20	Reserved	149
21	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	150
22	<input type="checkbox"/> English Substitution of Metric Bolts	151
23	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	152
24	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	153
25	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	161
26	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	177
27	Reserved	179
28	<input checked="" type="checkbox"/> Preventive Maintenance - Bituminous Surface Treatment (A-1)	180
29	Reserved	186
30	Reserved	187
31	Reserved	188
32	<input type="checkbox"/> Temporary Raised Pavement Markers	189
33	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	190
34	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	193
35	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	197
36	<input type="checkbox"/> Longitudinal Joint and Crack Patching	200
37	<input type="checkbox"/> Concrete Mix Design - Department Provided	202

City of Urbana Public Works

Champaign

20-00632-00-SC

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	204
LRS 2	<input type="checkbox"/> Furnished Excavation	205
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	206
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	207
LRS 5	<input type="checkbox"/> Contract Claims	208
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	209
LRS 7	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	215
LRS 8	Reserved	221
LRS 9	<input checked="" type="checkbox"/> Bituminous Surface Treatments	222
LRS 10	Reserved	223
LRS 11	<input checked="" type="checkbox"/> Employment Practices	224
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	226
LRS 13	<input type="checkbox"/> Selection of Labor	228
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	229
LRS 15	<input type="checkbox"/> Partial Payments	232
LRS 16	<input type="checkbox"/> Protests on Local Lettings	233
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	234
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	235

CHECK SHEET #28

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
PREVENTIVE MAINTENANCE – BITUMINOUS SURFACE TREATMENT (A-1)

Effective: January 1, 2009
Revised: January 1, 2017

Description. This work shall consist of constructing a single bituminous surface treatment (A-1).

Materials. Materials shall be according to the following Articles/Sections of the Standard Specifications.

Item	Article/Section
(a) Seal Coat Aggregate (Note 1)	1003, 1004.03
(b) Bituminous Materials (Note 2)	1032

Note 1. The seal coat aggregate shall be either fine or coarse aggregate.

When fine aggregate is used, it shall be stone sand, wet bottom boiler slag, slag sand, or steel slag sand. The aggregate quality shall be Class B. The fine aggregate material shall be selected from the table in Article 1004.03(a) of the Standard Specifications based upon the friction aggregate mixture specified. The aggregate gradation shall be FA 1 (Special), FA 4 (Special), or FA 22 as specified on the plans and shall meet the following.

FINE AGGREGATE GRADATIONS						
Grad. No.	Sieve Size and Percent Passing					
	3/8 in. (9.5 mm)	No. 4 (4.75 mm)	No. 8 (2.36 mm)	No. 16 (1.18 mm)	No. 40 (425 µm)	No. 200 (75 µm)
FA 1 (Special)	100	90 ± 10	62.5 ± 17.5	32.5 ± 7.5	7.5 ± 7.5	1.5 ± 1
FA 4 (Special)	100	--	--	2 ± 2	--	1.5 ± 1
FA 22	100	1/	1/	8 ± 8	--	2 ± 2

1/ For the fine aggregate gradation FA 22, the aggregate producer shall set the midpoint percent passing, and the Department will apply a range of ± 10 percent. The midpoint shall not be changed without Department approval.

When coarse aggregate is used, it shall be crushed gravel, crushed stone, wet bottom boiler slag, crushed slag, crushed sandstone, or crushed steel slag. The coarse aggregate material shall be selected from the table in Article 1004.03(a) of the Standard Specifications based upon the friction aggregate mixture specified. The aggregate quality shall be Class B and the total chert count shall be no more than 25.0 percent by weight (mass) as

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determined by the ITP 203. The aggregate gradation shall be CA 15, CA 16, or CA 20 as specified on the plans.

Note 2. The bituminous material shall be either a CRSP or an HFP polymer modified emulsified asphalt meeting the requirements of Article 1032.06(f)(2) of the Standard Specifications.

Equipment. Equipment shall be according to the following Articles/Sections of the Standard Specifications.

Item	Article/Section
(a) Self-Propelled Pneumatic-Tired Roller (Note 1)	1101.01
(b) Mechanical Sweeper (Note 2)	1101.03
(c) Aggregate Spreaders (Note 3)	1102.04
(d) Pressure Distributor (Note 4)	1102.05
(e) Heating Equipment	1102.07

Note 1. There shall be a minimum of two rollers, with the final number of rollers determined by the rollers' abilities to maintain proper spacing with the aggregate spreader as directed by the Engineer.

Note 2. The mechanical sweeper shall be power driven and self-propelled with the broom located between the axles. The mechanical sweeper shall not use a cantilever-mounted broom and the broom rotation shall not be operated by forward movement.

Note 3. The aggregate spreader shall be a self-propelled mechanical type with the receiving hopper in the rear and shall pull the aggregate truck. The spreader shall be fitted with an automated system which provides positive interconnected control of the aggregate flow with the forward speed of the spreader. The automated system shall provide uniform and consistent aggregate application at the rate specified.

The Engineer will check the spread roll of the aggregate spreader for straightness each day before operations begin. Should the surface of the spread roll vary off a straight line along its longitudinal dimension by more than 1/16 in. (1.5 mm), the Engineer will inspect the application of aggregate for corrugations and, should these occur, the machine shall be repaired or replaced. The forward speed of the spreader during calibration shall be the same as is to be used during construction. The equipment required for aggregate spreader calibration may consist of several sheets of canvas, each being exactly 1 sq yd (0.8 sq m), and a weight scale. By making several runs at different gate openings over the sheets of canvas, placed to cover the full width applied by the spreader, and carefully measuring the aggregate on each canvas sheet, the gate opening at the pre-established speed required to apply aggregate at the specified rate may be determined.

Note 4. The pressure distributor shall have a minimum capacity of 3000 gal (11,500 L). The application rate control shall be automated and shall control the application rate regardless of ground speed or spray bar width. The computer shall have the capability of recording the application rate, gallons sprayed, square yards, and feet traveled. The pressure distributor shall be

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capable of maintaining the asphalt emulsion at the specified temperature. The spray bar nozzles shall produce a uniform triple lap application fan spray, and the shutoff shall be instantaneous, with no dripping. The pressure distributor shall be capable of maintaining the specified application rate within ± 0.015 gal/sq yd (± 0.070 L/sq m) for each load. The spray-bar nozzles shall be turned to make the same angle with the longitudinal axis of the spray bar as recommended by the manufacturer.

Application rates shall be determined by the procedures listed in ASTM D 2995, except the sample may be taken on three 8 x 12 in. (200 x 300 mm) metal plates. The three plates shall be positioned as directed by the Engineer.

CONSTRUCTION REQUIREMENTS

Weather Limitations. This work shall be done between May 1 and August 31. Bituminous materials shall be applied only when the temperature of the air in the shade is above 55 °F (13 °C). No work shall be started if local conditions indicate that rain is imminent.

This work may be done between September 1 and September 15 provided both of the following conditions are met:

- (a) The temperature of the air in the shade is above 70 °F (20 °C) and the temperature of the surface to which the asphalt will be applied is 70 °F (20 °C) or above, and
- (b) The National Weather Service forecast for the area does not show any rain or any temperatures below 55 °F (13 °C) for the day the work is to be done or for the following five days.

Repair and Preparation of Base or Existing Surface. The base or existing surface shall be prepared according to Section 358 of the Standard Specifications.

Calibration. The working day prior to starting construction, the pressure distributor and aggregate spreader shall be calibrated and adjusted according to the manufacturer's recommendations. At least three days prior to starting the work the Contractor shall provide the Engineer with a copy of the manufacturer's recommendations for the equipment to be used. All calibrations and adjustments shall be made in the presence of the Engineer on a level surface at a location approved by the Engineer. The Contractor shall maintain proper calibration and adjustment of the equipment and the Engineer reserves the right to check application rates as the work progresses. Should the equipment fail to consistently apply the specified rates, the work shall be stopped and the Contractor shall recalibrate and readjust the equipment.

Application Rates. Based upon the aggregate gradation to be used, the Contractor shall determine the application rates of bituminous material and seal coat aggregate. The application rates along with the seal coat gradations shall be submitted to the Engineer for approval prior to the start of work. Application rates shall be according to the following table for the aggregate type shown on the plans, and shall result in

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aggregate embedment between 50 and 70 percent behind the roller. Changes in the application rate of greater than 15 percent shall be resubmitted to the Engineer for approval.

Aggregate Type	Bituminous Material Rate	Aggregate Rate
CA 15	0.38 – 0.46 gal/sq yd (1.7 – 2.1 L/sq m)	22 – 30 lb/sq yd (12 – 16 kg/sq m)
CA 16	0.36 – 0.40 gal/sq yd (1.6 – 1.8 L/sq m)	18 – 26 lb/sq yd (8 – 14 kg/sq m)
CA 20	0.36 – 0.40 gal/sq yd (1.6 – 1.8 L/sq m)	18 – 26 lb/sq yd (8 – 14 kg/sq m)
FA 1 (Special)	0.26 – 0.30 gal/sq yd (1.2 – 1.4 L/sq m)	16 – 20 lb/sq yd (9 – 11 kg/sq m)
FA 4 (Special)	0.28 – 0.36 gal/sq yd (1.3 – 1.6 L/sq m)	18 – 24 lb/sq yd (10 – 13 kg/sq m)
FA 22	0.32 – 0.40 gal/sq yd (1.5 – 1.8 L/sq m)	15 – 22 lb/sq yd (8 – 12 kg/sq m)

Preparation of Bituminous Material. The temperature of the bituminous material at the time of application shall be such that it shall spray uniformly without clogging the spraying nozzles and shall be applied within the temperature ranges of 150 – 190 °F (65 – 90 °C).

Preparation of Aggregate. The aggregate shall be stockpiled near the jobsite according to Article 1003.01(e) or 1004.01(e) of the Standard Specifications. The aggregate used shall contain no free moisture. Slightly damp aggregate may be used with the approval of the Engineer.

Application of Bituminous Material. The bituminous material shall be applied with a pressure distributor. The entire length of the spray bar shall be set at the height above the surface recommended by the manufacturer for even distribution of the bituminous material.

The distributor shall be operated in a manner such that missing or overlapping of transverse joints shall be avoided. To prevent overlapping of successive applications of bituminous material at transverse joints, heavy paper shall be spread over the previously applied bituminous material and aggregates. In order to obtain a uniform application of the bituminous material, the distributor shall be traveling at the speed required for the specified rate of application when the spray bar crosses the paper.

Adjacent construction, such as concrete pavement, curb and gutter, bridge floors, raised reflective pavement markers, and bridge handrails, shall be protected by shields, covers or other means. If bituminous material is applied to adjacent construction, the Contractor shall remove such material to the satisfaction of the Engineer.

The emulsified asphalt shall not be applied when the wind conditions will inhibit uniform coverage from the fans of asphalt being applied.

Application of Aggregates. The seal coat aggregates shall be spread evenly with an aggregate spreader over the entire surface being treated. When treating one-half of

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the pavement width at a time, an inside strip of uncovered emulsified asphalt 3 in. (75 mm) wide shall be left during construction of the first half to provide center joint overlap when the second half of the treatment is placed. In all cases, the aggregate shall be applied ahead of the truck or spreader wheels. Hand spreading will be permitted only when approved by the Engineer and, when so permitted, the aggregate shall be spread uniformly and at the approximate rate specified. Any ridges of aggregate left by the aggregate spreader shall be smoothed out with hand brooms immediately behind the aggregate spreader.

All equipment involved in the work shall operate as close to each other as practical. The aggregate shall cover the asphalt emulsion within 30 seconds of applications. At no time shall the aggregate spreader trail the pressure distributor by more than 150 ft (45 m) to ensure proper asphalt/aggregate adhesion.

Each aggregate truck shall be equipped with a suitable hitch for connection to the aggregate spreader while unloading. The trucks shall avoid contact between the truck body or bed and the aggregate spreader. The body or bed of the truck shall be modified, if necessary, to empty cleanly and completely into the receiving hopper of the aggregate spreader. No aggregate shall be allowed to spill onto the road surface when the truck is emptying into this hopper.

The aggregate shall be rolled following spreading. A maximum time of five minutes will be allowed between the spreading of aggregate and completion of the initial rolling of the aggregate. The rollers shall proceed in a longitudinal direction at a speed less than or equal to 5 mph (8 km/h). Each roller will travel over the aggregate a minimum of two times. The entire surface shall be rolled immediately with a self-propelled pneumatic-tired roller. Rolling shall proceed in a longitudinal direction beginning at the edges and progressing toward the center, overlapping on successive trips by at least 1/2 the width of the roller. The aggregate shall then be rolled with a separate pneumatic-tired roller until the aggregate is properly seated in the bituminous material.

The Contractor shall use the appropriate sweeping equipment to perform an initial sweeping after a minimum of two hours curing and not less than one hour before sunset on the day the bituminous surface treatment is placed. The initial sweeping shall remove excess aggregate by lightly sweeping each pavement lane. The sweeping shall be sufficient to prevent migration of loose aggregate back onto any part of the pavement.

The Contractor shall sweep the pavement surface as needed to remove excess aggregate.

Opening to Traffic. The road shall be opened to traffic according to Article 701.17(c)(4) of the Standard Specifications.

Method of Measurement. The bituminous surface treatment will be measured for payment in place and the area computed in square yards (square meters). The width for measurement will be the top width of the bituminous surface treatment as shown on the plans or as directed by the Engineer.

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Basis of Payment. This work will be paid for at the contract unit price per square yard (square meter) for BITUMINOUS SURFACE TREATMENT (PREVENTIVE MAINTENANCE).

When provided as a payment item, the preparation of the existing surface will be measured and paid for as specified in Section 358 of the Standard Specifications. If not provided as a payment item, preparation of existing surface will be paid for according to Article 109.04 of the Standard Specifications.

CHECK SHEET #LRS3

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
WORK ZONE TRAFFIC CONTROL SURVEILLANCE

Effective: January 1, 1999
Revised: January 1, 2018

Revise Article 701.10 of the Standard Specifications to read:

“The Contractor shall conduct inspections of the worksite at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn, or damaged. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.”

Delete Article 701.20(g) of the Standard Specifications.

CHECK SHEET #LRS4

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
FLAGGERS IN WORK ZONES

Effective: January 1, 1999
Revised: January 1, 2007

Revise the last paragraph of Article 701.13 of the Standard Specifications to read:

“Flaggers are required only when workers are present.”

CHECK SHEET #LRS7

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
BIDDING REQUIREMENTS AND CONDITIONS FOR MATERIAL PROPOSALS

Effective: January 1, 2002
Revised: January 1, 2013

Replace Article 102.01 of the Standard Specifications with the following:

Prequalification of Bidders. When prequalification is required and the awarding authority for contract construction work is the County Board of a County, the Council, the City Council, or the President and Board of Trustees of a city, village, or town, each prospective bidder, in evidence of competence, shall furnish the awarding authority as a prerequisite to the release of proposal forms by the awarding authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Department of Transportation, in accordance with the Department's "Prequalification Manual".

The two low bidders must file, within 24 hours after the letting, a sworn affidavit in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work, using the blank form made available for this affidavit. One copy shall be filed with the awarding authority and two copies with the District office.

Issuance of Proposal Forms. The Awarding Authority reserves the right to refuse to issue a proposal form for bidding purposes for any of the following reasons:

- (a) Lack of competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in prequalification procedures.
- (b) Uncompleted work which, in the judgment of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
- (c) False information provided on a bidder's "Affidavit of Availability".
- (d) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of proposal forms.
- (e) Failure to comply with any prequalification regulations of the Department.
- (f) Default under previous contracts.
- (g) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
- (h) When the Contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.

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- (i) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.
- (j) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

Interpretation of Quantities in the Bid Schedule. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

Examination of Material Proposal, Specifications, Special Provisions, and Site of Work. The bidder shall, before submitting a bid, carefully examine the provisions of the proposal. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the work and fully acquaint themselves with the detailed requirements of the work. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all requirements for the performance of the work. If his/her bid is accepted, the bidder will be responsible for all errors in the proposal resulting from his/her failure or neglect to comply with these instructions. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the proposal. Any prospective bidder who desires an explanation or interpretation of the specification, or any of the documents, shall request such in writing from the Awarding Authority, in sufficient time to allow a written reply by the Awarding Authority that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the documents and specifications will be furnished to all prospective bidders in the form determined by the Awarding Authority including, but not limited to, an addendum, if the information is deemed by the Awarding Authority to be necessary in submitting bids or if the Awarding Authority concludes the information would aid competition. Oral explanations, interpretations or instructions given before the submission of bids unless at a prebid conference will not be binding on the Awarding Authority.

Preparation of the Proposal. Bidders shall submit their proposals on the form furnished by the Awarding Authority. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate in figures, a unit price for each of the separate items called for in the proposal form; the bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written in ink.

CHECK SHEET #LRS7

When prequalification is required, the proposal form shall be submitted by an authorized bidder in the same name and style as shown on the "Contractor's Statement of Experience and Financial Condition" used for prequalification and shall be submitted in like manner.

Rejection of Proposals. The Awarding Authority reserves the right to reject any proposal for any of the conditions in "Issuance of Proposal Forms" or for any of the following reasons:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same name or different names.
- (b) Evidence of collusion among bidders.
- (c) Unbalanced proposals in which the bid prices for some items are, in the judgment of the Awarding Authority, out of proportion to the bid prices for other items.
- (d) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
- (e) If the proposal form is other than that furnished by the Awarding Authority; or if the form is altered or any part thereof is detached.
- (f) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- (g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (i) If the proposal is not accompanied by the proper proposal guaranty.
- (i) If the proposal is prepared with other than ink or typewriter, or otherwise fails to meet the requirements of the above "Preparation of Proposal" section.

Proposal Guaranty. Each proposal shall be accompanied by a bid bond on the Department form contained in the proposal, executed by a corporate surety company satisfactory to the Awarding Authority, by a bank cashier's check or a properly certified check for not less than five percent of the amount bid, or for the amount specified in the following schedule:

CHECK SHEET #LRS7

	Amount Bid	Proposal Guaranty
Up to	\$5,000	\$150
>\$5,000	\$10,000	\$300
>\$10,000	\$50,000	\$1,000
>\$50,000	\$100,000	\$3,000
>\$100,000	\$150,000	\$5,000
>\$150,000	\$250,000	\$7,500
>\$250,000	\$500,000	\$12,500
>\$500,000	\$1,000,000	\$25,000
>\$1,000,000	\$1,500,000	\$50,000
>\$1,500,000	\$2,000,000	\$75,000
>\$2,000,000	\$3,000,000	\$100,000
>\$3,000,000	\$5,000,000	\$150,000
>\$5,000,000	\$7,500,000	\$250,000
>\$7,500,000	\$10,000,000	\$400,000
>\$10,000,000	\$15,000,000	\$500,000
>\$15,000,000	\$20,000,000	\$600,000
>\$20,000,000	\$25,000,000	\$700,000
>\$25,000,000	\$30,000,000	\$800,000
>\$30,000,000	\$35,000,000	\$900,000
Over	\$35,000,000	\$1,000,000

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must equal to the sum of the proposal guaranties which would be required for each individual proposal.

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the County Treasurer, when a County is the awarding authority; or the City, Village, or Town Treasurer, when a city, village, or town is the awarding authority.

If this proposal contains various groups and the bidder has the option of bidding on one or several groups, the bidder may provide a separate proposal guaranty for each group or combination of groups in lieu of a single proposal guaranty to cover the amount bid for the entire proposal. Each proposal guaranty shall identify the groups covered by the individual proposal guaranty. In the event that one proposal guaranty check is intended to cover two or more groups, the amount must be equal to the sum of the proposal guaranties which would be required for each individual group.

The proposal guaranty checks of all, except the two lowest responsible, will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranty checks of the two lowest bidders will be returned as soon as the contract and contract bond of the successful bidder have been properly executed and approved. If a contract bond is not required, the proposal guaranty check will be held in lieu thereof. Bid bonds will not be returned.

The awarding authority may deny the use of a bid bond as a proposal guaranty but may not further restrict the proposal guaranty. The Notice of Material Letting will state whether a bid bond is allowed.

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Delivery of Proposals. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Authority and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

Withdrawal of Proposals. Permission will be given a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Public Opening of Proposals. Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents and other interested parties are invited to be present.

Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. In awarding the supply of materials, the Awarding Authority will, in addition to considering the amounts stated in the proposals, take into consideration the responsibility of the various bidders as determined from a study of the data required under "Prequalification of Bidders", and from other investigations which it may elect to make.

The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

Acceptance of Proposal to Furnish Material. The award will be made within 45 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter of intent that his/her bid has been accepted, and subject to the following conditions, the bidder will be the Contractor or Supplier.

An acceptance of proposal to furnish materials executed by the Awarding Authority is required before the Awarding Authority is bound. An award may be cancelled any time by the Awarding Authority prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

If a material proposal is not awarded within 45 days after the opening of proposals, bidders may file a written request with the Awarding Authority for the withdrawal of their bid, and the Awarding Authority will permit such withdrawal.

Requirement of Contract Bond. If the Awarding Authority requires a Contract Bond, the Contractor or Supplier shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in the full amount of the award as

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the penal sum. The surety shall be acceptable to the Awarding Authority, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Awarding Authority.

The contract bond shall be returned within 15 days after the notice of award. Failure of the successful bidder to execute and file acceptable bonds within 15 days after the notice of award has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Awarding Authority, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised, or otherwise, as the Awarding Authority may decide.

If the bidder to whom the award is made is a corporation organized under the laws of a State other than Illinois, the bidder shall furnish the Awarding Authority a copy of the corporation's Certificate of Authority to do business in the State of Illinois with the return of the contract bond. Failure to furnish such evidence of a Certificate of Authority within the time required will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the Awarding Authority, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

Failure to Execute the Acceptance of Proposal to Furnish Material. If the acceptance of proposal to furnish material is not executed by the Awarding Authority within 15 days following receipt from the bidder of the properly executed bonds, the bidder shall have the right to withdraw his/her bid without penalty.”

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State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISIONS
FOR
BITUMINOUS SURFACE TREATMENTS

Effective: January 1, 1999
Revised: January 1, 2011

Revise the last sentence of Article 403.13 of the Standard Specifications to read:

“Upon completion of the work and after the final set of the asphalt, excesses of loose aggregate shall be removed.”

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State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
EMPLOYMENT PRACTICES

Effective: January 1, 1999

In addition to all other labor requirements set forth in this proposal and in the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Selection of Labor. The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) 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, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with so such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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- (e) That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. 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 contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999
Revised: January 1, 2015

1. Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include information required by 820 ILCS 130/5 for each worker. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records, except starting and ending times of work each day may be omitted.

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the Contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general

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prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.