

☐ SPECIFICATIONS (required)

Local Public Agency Formal Contract Proposal

	PROPOSAL SU	JBMITTED BY	
	Contractor's Name		
NOT FOR BID	Street		P.O. Box
	City	State	Zip Code
STATE	E OF ILLINOIS		•
COUNTY OF McHenry		<u> </u>	
. (Name of City, Vill	lage, Town or Road District)		
FOR THE	IMPROVEMENT OF		
STREET NAME OR ROUTE NO. Va	arious Roads		
SECTION NO. 14			
TYPES OF FUNDS R	TA FUNDS		
SPECIFICATIONS (required)	d)		
	·		
For Municipal Projects	Department of Transpo	ortation	
Submitted/Approved/Passed	☐ Released for bid based on		ew
	Joseph R Korpala)		
Mayor President of Board of Trustees Municipal Official	Regional Engineer		
Date	Date 🔾 🗸	1.26.14	
	٦		

For County and Road District Projects Submitted/Approved Highway Commissioner Date Submitted/Approved County Engineer/Superintendent of Highways Date

County Engineer On behalf of IDOT pursuant to Agreement of Understanding dated March 4, 2005

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

	County Local Public Agency Section Number		McHerr	McHerny	
NOTICE TO BIDDERS					
NOTICE TO BIDDERS			14-0000	14-00000-07-PP	
		Route	Various	Roads	
Sealed proposals for the improvement described below will be recei	ved at the o	ffice of The	McHenry	County Division,	
of Transportation, 16111 Nelson Rd., Woodstock, IL 60098	until	9:00 AM	on	March 21, 2014	
Address		Time		Date	
Sealed proposals will be opened and read publicly at the office of	The McHem	ry County Divis	ion		
of Transportation, 16111 Nelson Rd., Woodstock, IL 60098	at	9:00 A M	on	March 21, 2014	
Address		Time		Date	
DESCRIPTION OF	F WORK				
Name McHenry County	Len	gth: 65300	.00 feet	(12.37 miles)	
Location Algonquin, Airport, Greenwood, Charles and Spring Grove Ro	oads.	_			
Proposed Improvement Crack routing and crack sealing of various Cou	unty Highway	ys.			
Plans and proposal forms will be available in the office of	McHenry Cou	unty Division of	f Transport	ation, 16111	

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. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

Nelson Road, Woodstock, IL 60098.

Address

- 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 Contract Proposals.
- 4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
 - d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
 - e. BLR 12326: Affidavit of Illinois Business Office
- 5. 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.
- 6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
- 7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
- 8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency 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.
- 9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County	McHenry	
Local Public Agency		
Section Number	14-00000-07-PP	
Route	Various Roads	

	Section Number 14-00000-07-PP
	Route Various Roads
1	Proposal of
•	
	for the improvement of the above section by the construction of
	Crack routing and crack sealing of various County Highways.
	a total distance of feet, of which a distance of65300.00_ feet, (12.370 miles) are to be improved.
2.	The plans for the proposed work are those prepared by McHenry County Division of Transportation
	and approved by the Department of Transportation on February 27, 2014
3.	The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4.	The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5.	The undersigned agrees to complete the work within working days or by
6.	A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
٠	William Lefew Treasurer of
	The amount of the check is 5% Bid Bond ().
7.	In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number
8.	The successful bidder at the time of execution of the contract 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. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9.	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.
10.	A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11.	The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12.	The undersigned further agrees that if awarded the contract for the sections contained in the combinations on

1: BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.



SCHEDULE OF PRICES

County	McHenry
Local Public Agency	
Section	14-00000-07-PP
Route	Various Roads

Schedule for Multiple Bids

Combination Letter	Combination Letter Sections Included in Combinations		

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item	Items	Unit	Quantity	Unit Price	Total
No.	Crack Routing	FT	358,170		
	Crack Sealing	FT	358,170		
	Crack Sealing	111	330,170		

···					
·····					
			6		
			OT FOR		
				,	
			-		
				,	
			,		
					·
					,

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	McHenry
Local Public Agency	
Section Number	14-00000-07-PP
Route	Various Roads

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- 1. **Debt Deliquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- 2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

- 3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, 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.
- 4. Interim Suspension or Suspension. The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

	County McHenry
SIGNATURES	Local Public Agency
SIGNATORES	Section Number 14-00000-07-PP
	Route Various Roads
(If an individual)	
	•
Signature of Bid	der
•	
Business Addr	ess
(If a partnership)	
Firm Na	me
Signed	By
Business Addre	988
Inset Names and Addressed of All Partners	
Most Names and Nadiossed 6/7/ii Latificis	, , , , , , , , , , , , , , , , , , , ,
(If a corporation)	
Corporate Nat	me
Claused	D. Corrections
Signed	President
Business Addre	
. Duomoso / Marc	
Preside	ent
	•
Insert Names of Officers Secreta	
Treasur	er
Attest:	
Secretary	



Apprenticeship or Training Program Certification

		Route	VARIOUS ROADS	
	Return with Bid	County	McHENRY	
		Local Agency		
		Section	14-00000-07-PP	
All co	ontractors are required to complete t	he following certificat	ion:	
⊠ For	this contract proposal or for all groups in the	nis deliver and install propo	osal.	
☐ For	the following deliver and install groups in the	nis material proposal:		
require approv require (1) app (2) app	val by the Department. In addition to all oth es all bidders and all bidders' subcontractor proved by and registered with the United St	responsive and responsibler responsibility factors, the stodisclose participation ates Department of Labor'	le bidder. The award decision is subject to	
1.		n an approved apprentices	certifies that it is a participant, either as an ship or training program applicable to each type	
II.	submitted for approval either (A) is, at the	time of such bid, participa mmencement of performa	y subcontract that each of its subcontractors ating in an approved, applicable apprenticeship nce of work pursuant to this contract, establish licable to the work of the subcontract.	
III.	sponsor holding the Certificate of Registra participant and that will be performed with	ation for all of the types of the bidder's employees. d as subcontract work. Th	Types of work or craft that will be e list shall also indicate any type of work or	
			•	
			:	

IV.	Except for any work identified above, any bidder or sub- contract or deliver and install proposal solely by individ whom the payment of prevailing rates of wages would owner/operator workforce and positions of ownership.	ual owners, be required,	partners or members and not by employees to
	equirements of this certification and disclosure are a mate		
and shalisted. Certific	nation provision to be included in all approved subcontractual make certain that each type of work or craft job categ. The Department at any time before or after award may recate of Registration issued by the United States Departmay or all of its subcontractors. In order to fulfill the particip	ory that will lequire the pent of Labor	be utilized on the project is accounted for and production of a copy of each applicable evidencing such participation by the contractor
	able program sponsor be currently taking or that it will tak the performance of the work of this contract or deliver ar		
Bidder	r:	Ву:	(Cignoture)
Addres	ss:	Title:	(Signature)



Substance Abuse Prevention Program Certification

	Letting Date:	3/21/2014	Item No.:	
	Contract No.:			10,000
	Route: VA	RIOUS ROADS		
	Section: 14-	00000-07-PP		
	Job No.:			
	County: Mc	HENRY		
The Substance Abuse Prevention on Public Wodefined in the Act, by employees of the Contractor work on a public works project. The Contractor bargaining agreement or makes the public filing substance abuse among its employees who are as mandated by the Act.	ctor and by employee /Subcontractor herew g of its written substant e not covered by a co	s of all approved Si vith certifies that it had a certifies that it had a certifies that it had a like that it had a like that	ubcontractors while performs a superseding collect on program for the preversement dealing with the supersement dealing with the sup	orming tive ntion of he subjec
A. The undersigned representative of the Cont collective bargaining agreements that are in Public Act 95-0635.				
Contractor/Subcontractor	or ·	 		
Name of Authorized Representative	(type or print)			
Title of Authorized Representative (type or print)			
Signature of Authorized Repres	entative		Date	;
B. The undersigned representative of the Control of its employees not covered by a collective substance abuse prevention program that making the control of the contro	bargaining agreemen	nt that deals with th	e subject of the Act, the	
Contractor/Subcontractor	or ·			
Name of Authorized Representative	(type or print)			
Title of Authorized Representative (type or print)			
Signature of Authorized Repres	entative		Date	



Local Agency Proposal Bid Bond

			Route	Various Roads
_			County	McHenry
	RETURN WITI	H BID	Local Agency	
			Section	14-00000-07-PP
	PAPEI	R BID BOND		
WE				as PRINCIPAL,
and				as SURETY,
are held jointly, severally and firmly both the amount specified in the proposal dexecutors, administrators, successors,	und unto the above Local Ager ocuments in effect on the date	ncy (hereafter refe of invitation for bi	erred to as "LA") in the penal ds whichever is the lesser su	sum of 5% of the total bid price, or for im. We bind ourselves, our heirs,
WHEREAS THE CONDITION OF T through its awarding authority for the c				nitting a written proposal to the LA actin
THEREFORE if the proposal is according within fifteen (15) days after awar of the required insurance coverage, all Specifications, then this obligation shall	d enter into a formal contract, t as provided in the "Standard S	furnish surety gua Specifications for l	ranteeing the faithful perforn Road and Bridge Constructio	
IN THE EVENT the LA determines to preceding paragraph, then the LA actir with all court costs, all attorney fees, and	ng through its awarding authori nd any other expense of recove	ity shall immediate ery.	ely be entitled to recover the	full penal sum set out above, together
IN TESTIMONY WHEREOF, the sa respective officers this	id PRINCIPAL and the said SU day of	JRETY have caus	ed this instrument to be sign	ed by their
	-	Principal	_	
(Company Na	ame)		(Com	pany Name)
By:		By:		
(Signature	and Title)		(Signat	ure and Title)
(If PRINCIPLE is a joint venture of t	wo or more contractors, the co	mpany names, ar	nd authorized signatures of e	ach contractor must be affixed.)
•		Surety	-	
•		By:		
(Name of Su	rety)		(Signature o	f Attorney-in-Fact)
STATE OF ILLINOIS,				`
COUNTY OF				
	, , a N	lotary Public in a	and for said county,	
do hereby certify that	(Insert name	ae of individuale eign	ing on behalf of PRINCIPAL & S	IIRETY)
who are each personally known to me t SURETY, appeared before me this day voluntary act for the uses and purposes	to be the same persons whose	names are subso	cribed to the foregoing instru	ment on behalf of PRINCIPAL and
Given under my	hand and notarial seal this		day of	
My commission expires			(Notary F	Dublic\
	ELECT	RONIC BID BO	•	
Electronic bid bond is allowed. The Principal may submit an electronic bid bond ID code and the Principal and Surety are firmly venture of two or more contractors contractor in the venture.)	ed (box must be checked ronic bid bond, in lieu of cor d signing below, the Princip bound unto the LA under th	by LA if electrompleting the about all is ensuring the conditions of	onic bid bond is allowed ove section of the Proposi e identified electronic bid the bid bond as shown al	l) al Bid Bond Form. By providing bond has been executed and bove. (If PRINCIPAL is a joint
Electronic Bid Bond ID Code			(Company/Bidder Name)	
			(Signature and Title)	Date



Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764

Affidavit of Availability For the Letting of 3/21/2014

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date	-					
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
				Total Valu	ie of All Work	

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar val subcontracted to others will be listed on th company. If no work is contracted, show h	e reverse of this	ch contract and awa form. In a joint vent	rds pending to be co ure, list only that port	mpleted with your ov ion of the work to be	vn forces. All work done by your	Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints					·	
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping		_				
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals						

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor				-	
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me			
this ,	Type or Print Name		
		Officer or Director	Title
	Signed		
Notary Public			
Mv commission expires			
	Company		
(Notary Seal)			
	Address		

NOTICE TO CONTRACTOR REGARDING STRICT COMPLIANCE WITH COMPLETION DATE

This contract is a completion date contract with a May 20, 2014 start date and a July 15, 2014 completion deadline. This deadline will be strictly enforced and shall include all pay items to be completed by the above completion date.

This improvement is being funded as follows:

RTA Tax Funds:

Full Contract Cost

NOTICE TO CONTRACTOR REGARDING WAIVERS

End of contract final waivers from all sub-contractors and material suppliers that perform work or provide materials under this contract must be submitted before final payment shall be made.

ADDITIONAL ROADS

If the Primary Roads do not require the quantities of routing and crack sealing identified in the Estimate of Quantities Spreadsheet located elsewhere in this contract, an additional road may be routed and crack sealed at the discretion of MCDOT. This road shall be Wilmot Road.

DESCRIPTION OF WORK

This work consists of crack routing and crack sealing of selected roads in McHenry County. This work shall include traffic control and completing all work before or on the stated completion date. All work shall be done in accordance with applicable parts of Section 451 of the Standard Specifications except as modified by the Contract Special Provisions.

PROJECT SUMMARY

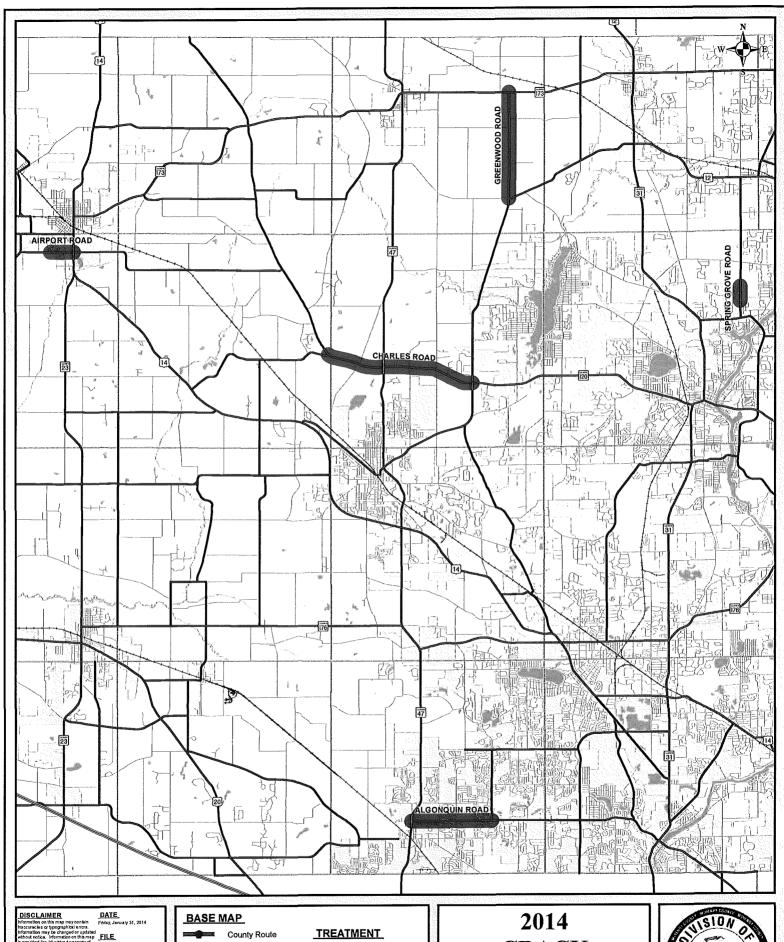
McHenry County
Section 14-00000-07-PP

Wavs	
Highway	
[9]	
ounty	
ညိ	
Sn	
arions	
Va	

			Vari	ous County	Various County Angaways
Project	Begin Point	End Point	Length	Length Av. Pavmt	. Improvements
			(ft)	(ft) Width (ft)	
Location A					
Algonquin Rd. IL 47	IL, 47	Lakewood Rd.	13,645	42	Crack Routing and Crack Sealing
Location B					
Charles Rd. Nelson Rd.	Nelson Rd.	IL 120	22,300	30	Crack Routing and Crack Sealing
Location C					
Airport Rd. Shadow Ln.	Shadow Ln.	US 14	4,120	36	Crack Routing and Crack Sealing
Location D					
Greenwood Rd.	Greenwood Rd. Tryon Grove Rd. IL 173	IL 173	15,765	25	Crack Routing and Crack Sealing
Location E					
Spring Grove Rd.	Spring Grove Rd. Dutch Creek Est.	1000 Feet Each Side			Crack Routing and Crack Sealing
	Entrance	of Entrance			

PAVEMENT PRESERVATION PROGRAM FOR MCHENRY COUNTY ROADS CRACK SEALING PROGRAM FOR 2013 SECTION # 14-00000-07-PP

	Ave.	Gross	Transverse	Transverse	Longitudinal	Longitudinal	Crack	Crack
	Pavt	Length	Crack	Crack	Crack	Crack	Routing	Sealing
	Width		Length	Sealing	Length	Sealing		
Location	(FT)	(FT)	(FT)	(LB)	(FT)	(LB)	Total Feet	Total Lbs.
Location A								
Algonquin Rd.	39	10,850	60,000	20,000	119,350	39,783	179,350	59,783
Location B								
Charles Rd.	27	22,300	21,600	7,200	33,450	11,150	55,050	18,350
Location C								
Airport Rd.	25	3,535	7,500	2,500	21,210	7,070	28,710	9,570
Location D								
Greenwood Rd.	25	15,765	7,500	2,500	090'89	21,020	70,560	23,520
Location E								
Spring Grove Rd.	34	2,000	8,500	2,833	16,000	5,333	24,500	8,167
TOTALS:		54,450	105,100	35,033	253,070	84,357	358,170	119,390



FILE 2014 Crack Sealing

PROJECTION

Transverse Mercator NAD 1983 State Plane Sinois East

31**4**3 State/US Route

Interstate Route

Munic/Twp Route

Rail Road Hydrography Crack Seal

SCALE 1 inch = 3 miles

CRACK SEALING

McHenry County Division of Transportation



CHECK SHEET FOR RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

RECURRING SPECIAL PROVISIONS

CHEC	<u> IK SH</u>	<u>EET#</u>	PAGE NO.
	1 [Additional State Requirements for Federal-Aid Construction Contracts	
	_	(Eff. 2-1-69)(Rev. 1-1-10)	149
	2	Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	152
		EEO (Eff. 7-21-78) (Rev. 11-18-80)	153
	4 L	Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts	163
		(Eff. 3-20-69) (Rev. 1-1-94)	
	5 L	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-13)	168
	6 L	Asbestos Bearing Pad Removal (Eff. 11-1-03)	173
	7	Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	174
		(Eff. 6-1-89) (Rev. 1-1-09)	
	8 L	Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads	
		(Eff. 1-2-92) (Rev. 1-1-98)	175
	9 [Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	176
	10	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	179
	11	Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	182
	12	Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	184
	13	= · · · · · · · · · · · · · · · · · · ·	188
	14	Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09)	190
	15	PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	191
	16	=	193
	17		194
	18	PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	196
	19	= · · · · · · · · · · · · · · · · · · ·	197
	20 [Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12)	198
	21	Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12)	202
	22		204
		Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	206
		Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	208
	25 [26 [Night Time Inspection of Roadway Lighting (Eff. 5-1-96) Finally Substitution of Matric Balto (Eff. 7.1.96)	209
	20 L 27 [English Substitution of Metric Bolts (Eff. 7-1-96) English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	210 211
	28	Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01) (Rev. 1-1-13)	211
	20 L 29 L	Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-13)	213
	30	Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-14)	216
	31	Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-14)	224
	32	Digital Terrain Modeling for Earthwork Calculations (Eff. 4-1-07)	240
	33	Pavement Marking Removal (Eff. 4-1-09)	242
	34 E	Preventive Maintenance – Bituminous Surface Treatment (Eff. 1-1-09) (Rev. 1-1-12)	243
	=	Preventive Maintenance – Cape Seal (Eff. 1-1-09) (Rev. 1-1-12)	249
		Preventive Maintenance – Oape Ocea (Ell. 1-1-03) (Nev. 1-1-12) Preventive Maintenance – Micro-Surfacing (Eff. 1-1-09) (Rev. 1-1-12)	264
	37 E	Preventive Maintenance – Slurry Seal (Eff. 1-1-09) (Rev. 1-1-12)	275
	38	Temporary Raised Pavement Markers (Eff. 1-1-09) (Rev. 1-1-14)	285
	39 E	Restoring Bridge Approach Pavements Using High-Density Foam (Eff. 1-1-09) (Rev. 1-1-12)	286
	L	1 . restaining = reger approach i dromente comig ingli bollotty i cam (min i 1 00) (104, 1-1-12)	200

CHECK SHEET FOR LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

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

CHECK S	HEE	<u>T#</u>	PAGE NO
LRS 1		Reserved	290
LRS 2		Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07)	291
LRS 3	X	Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-10)	292
LRS 4	X	Flaggers in Work Zones (Eff. 1-1-99) (Rev. 1-1-07)	
LRS 5	X	Contract Claims (Eff. 1-1-02) (Rev. 1-1-07)	
LRS 6		Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02) (Rev. 1-1-13)	295
LRS 7	\Box	Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-13)	301
LRS 8	_	Reserved	
LRS 9		Bituminous Surface Treatments (Eff. 1-1-99) (Rev. 1-1-11)	308
LRS 10		Reserved	
LRS 11	X	Employment Practices (Eff. 1-1-99)	
LRS 12	百	Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 1-1-14)	
LRS 13	$\overline{\mathbf{X}}$	Selection of Labor (Eff. 1-1-99)(Rev. 1-1-12)	
LRS 14	同	Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-09)	
LRS 15	$\overline{\mathbf{X}}$	Partial Payments (Eff. 1-1-07)	
LRS 16	図	Protests on Local Lettings (Eff. 1-1-07) (Rev. 1-1-13)	
LRS 17	冈	Substance Abuse Prevention Program (Eff. 1-1-08)(Rev. 1-8-08)	
LRS 18	币	Multigrade Cold Mix Asphalt (Eff. 1-1-07) (Rev. 1-1-13)	

BDE SPECIAL PROVISIONS For the January 17 and March 7, 2014 Lettings

The following special provisions indicated by an "x" are applicable to this contract and will be included by the Project Development and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

<u>File Name</u>			Special Provision Title	Effective	<u>Revised</u>
80240	CONTRACTOR PRODUCTION		Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
* 80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274			Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
80192			Automated Flagger Assistance Device	Jan. 1, 2008	
80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2013
80241	6		Bridge Demolition Debris	July 1, 2009	
50261	7		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	8		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	9		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	10		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80292	11		Coarse Aggregate in Bridge Approach Slabs/Footings	April 1, 2012	April 1, 2013
80310	12		Coated Galvanized Steel Conduit	Jan. 1, 2013	
80198	13	ļ	Completion Date (via calendar days)	April 1, 2008	
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	15		Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	
80294	16		Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of	April 1, 2012	
			Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet		
	17		Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
* 80277	18		Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
* 80261	19		Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2014
	20		Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Aug. 2, 2011
80265	21		Friction Aggregate	Jan. 1, 2011	
PHENNETY HERE COSTON HEREST CHARGEST COSTON IN	22		Fuel Cost Adjustment	April 1, 2009	July 1, 2009
	23		Glare Screen	Jan. 1, 2014	
	24		Granular Materials	Nov. 1, 2012	
80304	25		Grooving for Recessed Ravement Markings	Nov. 1, 2012	Jan. 1, 2013
80246	26		Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80322	27		Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov. 1, 2013	
80323	28		Hot-Mix Asphalt – Mixture Design Verification and Production	Nov. 1, 2013	
	29		Insertion Lining of Culverts	Jan. 1, 2013	Nov. 1, 2013
80324	30		LRFD Pipe Culvert Burial Tables	Nov. 1, 2013	•
80325	31		LRFD Storm Sewer Burial Tables	Nov. 1, 2013	
80045	32		Material Transfer Device	June 15, 1999	Jan. 1, 2009
80165	33		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
* 80330	34		Pavement Marking for Bike Symbol	Jan. 1, 2014	
80298	35		Pavement Marking Tape Type IV	April 1, 2012	
80254	36		Pavement Patching	Jan. 1, 2010	
* 80331	37		Payrolls and Payroll Records	Jan. 1, 2014	
* 80332	38		Portland Cement Concrete – Curing of Abutments and Piers	Jan. 1, 2014	
80326	39		Portland Cement Concrete Equipment	Nov. 1, 2013	
	40		Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
	41	✓	Progress Payments	Nov. 2, 2013	
* 80281	42		Quality Control/Quality Assurance of Concrete Mixtures	Jan. 1, 2012	Nov. 1, 2013
	43		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	44		Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	

File Name	<u>#</u>		Special Provision Title	Effective	<u>Revised</u>
80306	45		Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt	Nov. 1, 2012	Nov. 1, 2013
		:	Shingles (RAS)		
80327	46		Reinforcement Bars	Nov. 1, 2013	
80283	47		Removal and Disposal of Regulated Substances	Jan. 1, 2012	Nov. 2, 2012
80319	48		Removal and Disposal of Surplus Materials	Nov. 2, 2012	
80307	49		Seeding	Nov. 1, 2012	
80127	50		Steel Cost Adjustment	April 2, 2004	April 1, 2009
80317	51		Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80301	52		Tracking the Use of Pesticides	Aug. 1, 2012	
* 80333	53		Traffic Control Setup and Removal Freeway/Expressway	Jan. 1, 2014	
20338	54		Training Special Provisions	Oct. 15, 1975	
80318	55		Traversable Pipe Grate	Jan. 1, 2013	April 1, 2013
80288	56		Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2013
80302	57		Weekly DBE Trucking Reports	June 2, 2012	
80289	58		Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	59		Working Days	Jan. 1, 2002	

The following special provisions are in the 2014 Supplemental Specifications and Recurring Special Provisions:

File Name	Special Provision Title	New Location	Effective	Revised
80309	Anchor Bolts	Articles 1006.09, 1070.01, and 1070.03	Jan. 1, 2013	
80276	Bridge Relief Joint Sealer	Article 503.19 and Sections 588 and 589	Jan. 1, 2012	Aug. 1, 2012
80312	Drain Pipe, Tile, Drainage Mat, and Wall Drain	Article 101.01, 1040.03, and 1040.04	Jan. 1, 2013	
80313	Fabric Bearing Pads	Article 1082,01	Jan. 1, 2013	
80169	High Tension Cable Median Barrier	Section 644 and Article 1106.02	Jan. 1, 2007	Jan. 1, 2013
80320	Liquidated Damages	Article 108.09	April 1, 2013	
80297	Modified Urethane Pavement Marking	Section 780, Articles 1095.09 and 1105.04	April 1, 2012	
80253	Movable Traffic Barrier	Section 707 and Article 1106.02	Jan. 1, 2010	Jan. 1, 2013
80231	Pavement Marking Removal	Recurring CS #33	April 1, 2009	
80321	Pavement Removal	Article 440.07	April 1, 2013	
80022	Payments to Subcontractors	Article 109.11	June 1, 2000	Jan. 1, 2006
80316	Placing and Consolidating Concrete	Articles 503.06, 503.07, and 516.12	Jan. 1, 2013	
80278	Planting Woody Plants	Section 253 and Article 1081.01	Jan. 1, 2012	Aug. 1, 2012
80305	Polyurea Pavement Markings	Article 780.14	Nov. 1, 2012	Jan. 1, 2013
80279	Portland Cement Concrete	Sections 312, 503, 1003, 1004, 1019, and 1020	Jan. 1, 2012	Nov. 1, 2013
80218	Preventive Maintenance – Bituminous Surface Treatment	Recurring CS #34	Jan. 1, 2009	April 1, 2012
80219	Preventive Maintenance – Cape Seal	Recurring CS #35	Jan. 1, 2009	April 1, 2012
80220	Preventive Maintenance – Micro-Surfacing	Recurring CS #36	Jan. 1, 2009	April 1, 2012
80221	Preventive Maintenance - Slurry Seal	Recurring CS #37	Jan. 1, 2009	April 1, 2012
80224	Restoring Bridge Approach Pavements Using High- Density Foam	Recurring CS #39	Jan. 1, 2009	Jan. 1, 2012
80255	Stone Matrix Asphalt	Sections 406, 1003, 1004, 1030, and 1011	Jan. 1, 2010	Aug. 1, 2013
80143	Subcontractor Mobilization Payments	Article 109.12	April 2, 2005	April 1, 2011

File Name	Special Provision Title	New Location	Effective	Revised
80308	Synthetic Fibers in Concrete Gutter, Curb, Median	Articles 606.02 and 606.11	Nov. 1, 2012	
	and Paved Ditch			
80286	Temporary Erosion and Sediment Control	Articles 280.04 and 280.08	Jan. 1, 2012	
80225	Temporary Raised Pavement Marker	Recurring CS #38	Jan. 1, 2009	
80256	Temporary Water Filled Barrier	Section 708 and Article	Jan. 1, 2010	Jan. 1, 2013
		1106.02		
80273	Traffic Control Deficiency Deduction	Article 105.03	Aug. 1, 2011	
80270	Utility Coordination and Conflicts	Articles 105.07, 107.19,	April 1, 2011	Jan. 1, 2012
	•	107.31, 107.37, 107.38,	•	
		107.39 and 107.40		

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation

- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days



Special Provisions

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2012 , 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 Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of Section # 14-00000-07-PP , and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

TABLE OF CONTENTS

Special Provisions	2
Pre-Construction Meeting	2
Location of Project	2
Description of Improvement	2 2 2 3
Crack Routing and Crack Sealing	2
Material Yield	3
Equipment	3
Hot Air Lance	3
Additional Roads	3
Prosecution of Work	3
Contractor's Daily Notification	3
Lien Waivers	4
Traffic Control and Protection	4
Completion Date	4
Algonquin Rd. Crack Sealing	4
Work Zone Traffic Control Surveillance	. 5
Flaggers in Work Zones	6
Contract Claims	7
Bidding Requirements and Conditions for Contract Proposals	8
Employment Practices	13
Wages of Employees on Public Works	15
Selection of Labor	16
Partial Payments	17
Protest of Local Lettings	18
Substance Abuse Prevention Program	19
Progress Payments	20
Details and Plans	21

SPECIAL PROVISIONS McHenry County

Prequalification of bidders in accordance with the applicable parts of check sheet LRS 6 of the "Supplemental Specifications and Recurring Special Provisions shall be required. The Contractor shall meet the 006 prequalification work category (Clean & Seal Cracks/Joints).

Pre-Construction Meeting

A pre-construction meeting will be held before any work starts. This meeting will be held at the McHenry County Division of Transportation facility one week after the Contractor receives the signed contracts. This meeting will cover job limits, daily work hours, reporting requirements and special crack sealing requirements and any questions from the Contractor.

Location of Project

This work shall occur at various locations within McHenry County. See attached map for detailed locations.

Description of Improvement

This project consists of crack routing and crack sealing of various McHenry County highways. This work shall be completed in accordance with the appropriate traffic control standards, the Standard Specifications, the Highway Standards and these Special Provisions. On all curbed pavements a vacuum truck shall pickup and dispose of all grindings, this shall be an incidental cost and included in the per foot cost of the routing of cracks.

Crack Routing and Crack Sealing

This work shall be performed according to Section 451 of the Standard Specifications for Road and Bridge Construction, except as amended in these Special Provisions.

Method of Measurement: This work shall be measured for payment as follows:

- 1. Crack Routing. Routed cracks shall be measured for payment in feet along the routed crack.
- 2. Crack Sealing. Sealed cracks shall be measured for payment in feet along the sealed crack.

Basis of Payment: This work shall be paid for at the contract unit price per foot for **Crack Routing** and **Crack Sealing** which price shall include all materials, labor, equipment and traffic control necessary to complete the work.

Material Yield

The material yield shall be a minimum of 2.9 ft. to a maximum of 3.1 ft. per one pound of bituminous sealer on this project. McHenry County Division of Transportation shall be measuring the footage routed daily and comparing the routing footage with the pounds of bituminous sealer used on a daily basis. If the above quantities in feet per pound are not being met, all work shall stop and a review of the Contractors procedures shall be performed to identify the discrepancies.

Equipment

No pour pots shall be utilized on this job. Only wand applicators shall be used in the application of the crack sealing material.

Hot Air Lance

A hot air lance shall be utilized to clean and dry all cracks. The hot air lance shall have a minimum velocity of 2000 feet per second and a minimum temperature of 2500 degrees Fahrenheit.

Additional Roads

If the Primary Roads do not require the quantities of routing and crack sealing identified in the Estimate of Quantities Spreadsheet located elsewhere in this contract, additional roads may be routed and crack sealed at the discretion of MCDOT. The following road shall be crack routed and sealed if quantities allow, Wilmot Road.

Prosecution of Work

At the Pre-Construction meeting, the contractor and Resident Engineer will establish the project schedule. This project schedule shall show all routes to be worked on and an anticipated estimate of time (days) to accomplish each route. All work will be coordinated with the Engineer so that crack routing and sealing operations occur prior to any pavement markings by the County.

Contractor's Daily Notification

The Contractor shall notify the Engineer prior to the placement of all crack sealant. The Contractor's notification shall be no later than 4:00 PM of the day prior to the date of placement. If notification occurs after 4:00 PM, contract work will not be allowed the next day.

Lien Waivers

Lien waivers shall be provided from all subcontractors and material suppliers prior to final payment.

Traffic Control and Protection

Traffic control and protection shall be in accordance with Standard 701306-02. All traffic control and traffic control devices shall be considered incidental and will not be measured for payment. All roads shall remain open to traffic. The Contractor shall obtain, erect, maintain and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the regulating, warning or guiding of traffic. Placement and maintenance of traffic control devices shall be as directed by the Engineer and in accordance with the applicable parts of Article 107.14 of the Standard Specifications. No contractor employee or equipment shall be allowed onto the payement or shoulder without the proper signage and flaggers in place.

Completion Date

This is a completion date contract. All work shall start by May 20, 2014 and be completed by July 15, 2014. This deadline will be strictly enforced. Liquidated damages will be charged in accordance with Article 108.09 of the Standard Specifications for Road and Bridge Construction.

Algonquin Rd. Crack Sealing

The grooved striping tape on Algonquin Road shall not be routed through. The routing shall skip over all of the grooved striping tape.

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, 2010

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 Articles 701.19(d) and Article 701.20(g) of the Standard Specifications.

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."

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

SPECIAL PROVISION FOR CONTRACT CLAIMS

Effective: January 1, 2002 Revised: January 1, 2007

Revise the second sentence of subparagraph (a) of Article 109.09 of the Standard Specifications to read:

"All claims shall be submitted to the Engineer."

Revise subparagraph (e) of Article 109.09 of the Standard Specifications to read:

"(e) Procedure. All Claims shall be submitted to the Engineer. The Engineer will consider all information submitted with the claim. Claims not conforming to this Article will be returned without consideration. The Engineer may schedule a claim presentation meeting if, in the Engineer's judgement, such a meeting would aid in resolution of the claim, otherwise a decision will be based on the claim documentation submitted. A final decision will be rendered within 90 days of receipt of the claim.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Engineer's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim."

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

SPECIAL PROVISION FOR BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALS

Effective: January 1, 2001 Revised: January 1, 2014

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

Replace Article 102.01 of the Standard Specifications with the following:

<u>"Prequalification of Bidders."</u> 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, according to 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 IDOT's District office.

<u>Issuance of Proposal Forms</u>. 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 the 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.
- (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 Plans, Specifications, Special Provisions, and Site of Work. The bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction. 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 shall 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 and advertised contract. Any prospective bidder, who desires an explanation or interpretation of the plans, specification, or any of the contract 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 contract documents, plans, 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.

<u>Preparation of the Proposal</u>. 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.

If the proposal is made by an individual, that individual's name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation, the proposal shall show the names, titles, and business addresses of the president, corporate secretary and treasurer. The proposal shall be signed by president or someone with authority to execute contracts and attested by the corporate secretary or someone with authority to execute or attest to the execution of contracts.

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.

<u>Rejection of Proposals</u>. 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.
- (h) 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.

<u>Proposal Guaranty</u>. 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:

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.

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. Bid bonds will not be returned.

After a period of three working days has elapsed after the date of opening proposals, the Awarding Authority may permit the two lowest bidders to substitute for the bank cashier's checks or certified checks submitted with their proposals as proposal guaranties, bid bonds on the Department forms executed by corporate surety companies satisfactory to the Awarding Authority.

<u>Delivery of Proposals</u>. 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.

<u>Withdrawal of Proposals</u>. 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.

<u>Public Opening of Proposals</u>. 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.

<u>Consideration of Proposals</u>. 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 awarding contracts, 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.

<u>Award of Contract</u>. The award of contract 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.

An approved contract 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 contract 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 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.

<u>Execution of Contract</u>. The contract shall be executed by the successful bidder and returned, together with the Contract Bond, within 15 days after the contract has been mailed to the bidder.

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 executed contract and 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.

<u>Failure to Execute Contract</u>. If the contract is not executed by the Awarding Authority within 15 days following receipt from the bidder of the properly executed contracts and bonds, the bidder shall have the right to withdraw his/her bid without penalty.

Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract 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 and constructed under contract, or otherwise, as the Awarding Authority may decide."

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.

- (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.

State of Illinois DEPARTMENT OF TRANSPORTATION Bureau of Local Roads & Streets

SPECIAL PROVISION FOR WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999 Revised: January 1, 2014

- 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 at www.state.il.us/agency/idol/rates/rates.htm. 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 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. Employees 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.

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

SPECIAL PROVISION FOR SELECTION OF LABOR

Effective: January 1, 1999 Revised: January 1, 2012

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

Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least 90 percent Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

State of Illinois
Department of Transportation

SPECIAL PROVISION FOR PARTIAL PAYMENTS

Effective: January 1, 2007

Add the following after the first paragraph of Article 109.07(a) of the Standard Specifications:

"The State will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the Engineer may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than \$500.00.

When any payment is made directly to the State, payments for completed work shall have deducted the proportionate share of the cost to be borne by the State. The deduction will be the estimated cost to the State divided by the awarded contract value with this percentage applied to the value of work in place. Any adjustment to be made because of changed quantities will be made when the final payment is being processed. No retainage will be held from the value of such payments."

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

SPECIAL PROVISION FOR PROTESTS ON LOCAL LETTINGS

Effective: January 1, 2007 Revised: January 1, 2013

Except for apprenticeship and training certification issues, all protests shall be handled according to Sections 6.390 through 6.440 of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. For the purpose of a protest under this special provision, a representative of the awarding local authority executing the contract will perform the functions of the Chief Procurement Officer (CPO) and the State Purchasing Officer (SPO).

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

SPECIAL PROVISION FOR SUBSTANCE ABUSE PREVENTION PROGRAM

Effective: January 1, 2008 Revised: January 1, 2014

In addition to all other labor requirements set forth in this proposal and in the Standard Specification for Road and Bridge Construction, adopted by the Department, 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:

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 820 ILCS 265 or shall have a collective bargaining agreement in effect dealing with the subject matter of 820 ILCS 265.

The Contractor and any subcontractor shall file with the public body engaged in the construction of the public works: 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 this Act.

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

"(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved."

