

RETURN WITH BID

Local Public Agency
Formal Contract Proposal

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

STATE OF ILLINOIS
 COUNTY OF Madison
City of Troy
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE NO. Fiscal Year 2015 Joint Seal Program
 SECTION NO. N/A
 TYPES OF FUNDS General City Funds

SPECIFICATIONS (required) PLANS

For Municipal Projects
 Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation
 Released for bid based on limited review

N/A
 Regional Engineer

Date

For County and Road District Projects

Submitted/Approved
N/A
 Highway Commissioner

Date

Submitted/Approved
N/A
 County Engineer/Superintendent of Highways

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 Madison
Local Public Agency City of Troy
Section Number N/A
Route Joint Sealing Program

Sealed proposals for the improvement described below will be received at the office of The City Clerk,
116 East Market Street, Troy, Illinois 62294. until 2:00 PM on September 18, 2014
Address Time Date

Sealed proposals will be opened and read publicly at the office of The City Clerk
116 East Market Street, Troy, Illinois 62294 at 2:00 PM on September 18, 2014
Address Time Date

DESCRIPTION OF WORK

Name Fiscal Year 2015 Joint Seal Program Length: 31,200 feet (5.9 miles)
Location Various Locations in Troy, Illinois
Proposed Improvement Joint Sealing several existing streets throughout the City of Troy as shown on the location map.

1. Plans and proposal forms will be available in the office of The City Clerk, 116 East Market Street, Troy, Illinois 62294.
IDOT prequalification is required.
Address

2. 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.

3. 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)

4. 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.

5. 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.

6. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

7. 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.

8. 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 Madison
Local Public Agency City of Troy
Section Number N/A
Route Joint Sealing Program

1. Proposal of
for the improvement of the above section by the construction of Joint Sealing, Cape Seals, and Paint Pavement Markings.

a total distance of 31,200 feet, of which a distance of 31,200 feet, (5.9 miles) are to be improved.

2. The plans for the proposed work are those prepared by Oates Associates, Inc. 100 Lanter Court, Suite 1, Collinsville, Illinois 62234 and approved by the City of Troy

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 N/A working days or by October 30, 2014 unless additional time is granted in accordance with the specifications.

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 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:

The City of Troy

The amount of the check is ().

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 N/A.

8. 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. 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 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.



**Illinois Department
of Transportation**

SCHEDULE OF PRICES

County Madison
 Local Public Agency City of Troy
 Section N/A
 Route Joint Seal Program

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

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

Item No.	Items	Unit	Quantity	Unit Price	Total
	CRACK SEALING	LUMP SUM	1		
Total Cost for Making Improvements					

Schedule for Unit Cost

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

Item No.	Items	Unit	Quantity	Unit Price	Total
	CRACK SEALING	DAY	1		

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	<u>Madison</u>
Local Public Agency	<u>City of Troy</u>
Section Number	<u>N/A</u>
Route	<u>Joint Sealing Program</u>

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 Delinquency.** 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

SIGNATURES

County Madison
Local Public Agency City of Troy
Section Number N/A
Route Joint Sealing Program

(If an individual)

Signature of Bidder _____
Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name _____

Signed By _____

President

Business Address _____

Inset Names of Officers



President _____

Secretary _____

Treasurer _____

Attest: _____
Secretary



Route Joint Sealing Program
County Madison
Local Agency City of Troy
Section N/A

RETURN WITH BID

PAPER BID BOND

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

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

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

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

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

Principal

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

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

Surety

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

STATE OF ILLINOIS,
COUNTY OF _____

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

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

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

Given under my hand and notarial seal this _____ day of _____

My commission expires _____
(Notary Public)

ELECTRONIC BID BOND

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

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

Electronic Bid Bond ID Code

(Company/Bidder Name)
(Signature and Title) Date

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-14)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
101 Definition of Terms	1
102 Advertisement, Bidding, Award, and Contract Execution	2
105 Control of Work	3
106 Control of Materials	5
107 Legal Regulations and Responsibility to Public	6
108 Prosecution and Progress	14
109 Measurement and Payment	15
202 Earth and Rock Excavation	17
211 Topsoil and Compost	18
253 Planting Woody Plants	19
280 Temporary Erosion and Sediment Control	21
312 Stabilized Subbase	22
406 Hot-Mix Asphalt Binder and Surface Course	23
407 Hot-Mix Asphalt Pavement (Full-Depth)	26
420 Portland Cement Concrete Pavement	30
424 Portland Cement Concrete Sidewalk	32
440 Removal of Existing Pavement and Appurtenances	33
503 Concrete Structures	34
504 Precast Concrete Structures	37
506 Cleaning and Painting New Steel Structures	38
512 Piling	39
516 Drilled Shafts	40
521 Bearings	41
540 Box Culverts	42
588 Bridge Relief Joint System	43
589 Elastic Joint Sealer	45
602 Catch Basin, Manhole, Inlet, Drainage Structure, and Valve Vault Construction, Adjustment, and Reconstruction	46
603 Adjusting Frames and Grates of Drainage and Utility Structures	47
606 Concrete Gutter, Curb, Median, and Paved Ditch	49
610 Shoulder Inlets with Curb	50
639 Precast Prestressed Concrete Sight Screen	51
642 Shoulder Rumble Strips	52
643 Impact Attenuators	53
644 High Tension Cable Median Barrier	55
701 Work Zone Traffic Control and Protection	57
706 Impact Attenuators, Temporary	60
707 Movable Traffic Barrier	63
708 Temporary Water Filled Barrier	65
730 Wood Sign Support	67
780 Pavement Striping	68
860 Master Controller	73
1001 Cement	74
1003 Fine Aggregates	75
1004 Coarse Aggregates	77
1006 Metals	81
1011 Mineral Filler	83

1017	Packaged, Dry, Combined Materials for Mortar	84
1018	Packaged Rapid Hardening Mortar or Concrete	85
1019	Controlled Low-Strength Material	86
1020	Portland Cement Concrete	87
1024	Grout and Nonshrink Grout	126
1030	Hot-Mix Asphalt	127
1040	Drain Pipe, Tile, Drainage Mat, and Wall Drain	132
1042	Precast Concrete Products	133
1070	Foundation and Breakaway Devices	134
1073	Controller	135
1081	Materials for Planting	136
1082	Preformed Bearing Pads	137
1083	Elastomeric Bearings	138
1095	Pavement Markings	139
1101	General Equipment	142
1102	Hot-Mix Asphalt Equipment	144
1105	Pavement Marking Equipment	146
1106	Work Zone Traffic Control Devices	147

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:

<u>CHECK SHEET #</u>	<u>RECURRING SPECIAL PROVISIONS</u>	<u>PAGE NO.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts (Eff. 2-1-69)(Rev. 1-1-10)	149
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	152
3	<input type="checkbox"/> EEO (Eff. 7-21-78) (Rev. 11-18-80)	153
4	<input type="checkbox"/> Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	163
5	<input type="checkbox"/> Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-13)	168
6	<input type="checkbox"/> Asbestos Bearing Pad Removal (Eff. 11-1-03)	173
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09)	174
8	<input type="checkbox"/> Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	175
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	176
10	<input type="checkbox"/> Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	179
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	182
12	<input type="checkbox"/> Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	184
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09)	188
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09)	190
15	<input type="checkbox"/> PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	191
16	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	193
17	<input type="checkbox"/> Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)	194
18	<input type="checkbox"/> PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	196
19	<input type="checkbox"/> Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	197
20	<input type="checkbox"/> Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12)	198
21	<input type="checkbox"/> Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12)	202
22	<input type="checkbox"/> Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	204
23	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	206
24	<input type="checkbox"/> Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	208
25	<input type="checkbox"/> Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	209
26	<input type="checkbox"/> English Substitution of Metric Bolts (Eff. 7-1-96)	210
27	<input type="checkbox"/> English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	211
28	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01) (Rev. 1-1-13)	212
29	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-13)	213
30	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-14)	216
31	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-14)	224
32	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations (Eff. 4-1-07)	240
33	<input type="checkbox"/> Pavement Marking Removal (Eff. 4-1-09)	242
34	<input type="checkbox"/> Preventive Maintenance – Bituminous Surface Treatment (Eff. 1-1-09) (Rev. 1-1-12)	243
35	<input type="checkbox"/> Preventive Maintenance – Cape Seal (Eff. 1-1-09) (Rev. 1-1-12)	249
36	<input type="checkbox"/> Preventive Maintenance – Micro-Surfacing (Eff. 1-1-09) (Rev. 1-1-12)	264
37	<input type="checkbox"/> Preventive Maintenance – Slurry Seal (Eff. 1-1-09) (Rev. 1-1-12)	275
38	<input type="checkbox"/> Temporary Raised Pavement Markers (Eff. 1-1-09) (Rev. 1-1-14)	285
39	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam (Eff. 1-1-09) (Rev. 1-1-12)	286

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

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
LRS 1	Reserved	290
LRS 2	<input type="checkbox"/> Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07).....	291
LRS 3	<input type="checkbox"/> Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-10).....	292
LRS 4	<input type="checkbox"/> Flaggers in Work Zones (Eff. 1-1-99) (Rev. 1-1-07).....	293
LRS 5	<input checked="" type="checkbox"/> Contract Claims (Eff. 1-1-02) (Rev. 1-1-07).....	294
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02) (Rev. 1-1-13).....	295
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-13).....	301
LRS 8	Reserved	307
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments (Eff. 1-1-99) (Rev. 1-1-11).....	308
LRS 10	Reserved	309
LRS 11	<input type="checkbox"/> Employment Practices (Eff. 1-1-99).....	310
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 1-1-14).....	312
LRS 13	<input checked="" type="checkbox"/> Selection of Labor (Eff. 1-1-99)(Rev. 1-1-12).....	314
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-09).....	315
LRS 15	<input checked="" type="checkbox"/> Partial Payments (Eff. 1-1-07).....	318
LRS 16	<input type="checkbox"/> Protests on Local Lettings (Eff. 1-1-07) (Rev. 1-1-13).....	319
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program (Eff. 1-1-08)(Rev. 1-8-08).....	320
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt (Eff. 1-1-07) (Rev. 1-1-13).....	321



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 Fiscal Year 2015 Joint Sealing Program, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

1. DESCRIPTION OF WORK

This work shall consist of a joint sealing on existing Portland cement concrete surfaces (PCC) on several city streets throughout the City of Troy as shown on the attached location map. This work shall include all necessary traffic control, workmen, equipment, materials, and other items necessary to complete this item of maintenance.

2. PREQUALIFICATION OF BIDDER:

IDOT Pre-qualification is required. It will be necessary for each bidder to present to the City of Troy a current Certificate of Eligibility, prior to bid opening. Failure to do so will result in your bid not being opened. The bidder must submit this form in a SEPARATE ENVELOPE, DO NOT PLACE in the bid proposal envelope.

3. PRECONSTRUCTION MEETING

Prior to the start of construction, the Contractor shall have a preconstruction meeting with the City of Troy. The Contractor shall submit their contact information, construction staging details, notification draft, proposed schedule, and traffic control plan. The City will review these items and inform the Contractor of any issues present.

4. SAFETY AND HEALTH

The Contractor shall be responsible for enforcing all O.S.H.A. Safety and Health Standards pertaining to the construction industry as established by the United States Department of Labor, Occupational Safety and Health Administration. Such standards include, but are not limited to, 29 CFR 1910 and 1926.

5. SAFETY AND PROTECTION

A. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety and precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work and other persons and organizations who may be affected thereby;
2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 2. or 3. caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to

perform or furnish any of the Work or anyone for whose acts either of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR that the Work is acceptable.

B. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.

C. In EMERGENCIES affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instructions or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt, written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

6. NOTIFICATION REQUIREMENTS

The contractor shall be required to notify the Director of Public Works at least 48 hours prior to the closure or partial closure of the streets to be affected by maintenance in this proposed improvement. Information required: date of the closure, expected length of closure, and the names of two company representatives with telephone numbers to be reached in case of emergency.

The contractor shall be responsible for notifying residents and businesses about the street closures. All residents and businesses affected by a street closure of maintenance operation shall be notified 48 hours in advance of such operation. The contractor shall leave written notification in an obvious place at all affected residences or businesses.

The Contractor shall supply the notification forms to be distributed. The Notification Forms shall be submitted to and approved by the Director of Public Works prior to distribution. The notices shall include date and expected duration of closure.

7. WORKING HOURS / LOCATIONS OF WORK:

All micro-surfacing work shall be performed between the hours of 7:00 a.m. and 4:30 p.m. It will be necessary, in the performance of these work activities; to provide for the continuous flow of traffic and all roads shall be open by the end of working hours defined by these special provisions. Work under this contract shall be performed during times scheduled with and approved by the engineer. The Micro-surface or Cape Seal shall not be applied on the day of the scheduled trash pickup.

8. WORKING DATES:

The streets to be micro-surfaced under this contract will also have in house preparation work done to them prior to the application of the micro-surfacing. All crack-filling, micro-surfacing, and related work under this contract must be completed by October 30, 2014.

9. CONTRACTOR'S INSURANCE:

The contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the City; nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved.

10. CERTIFICATE OF INSURANCE:

The CONTRACTOR shall indemnify and hold harmless the City of Troy and the Engineer, their consultants, agents and employees; from and against all claims, damages, losses, and expenses arising out of or resulting from the CONTRACTOR'S negligent performance or nonperformance of the terms of the contract.

The CONTRACTOR shall furnish the City of Troy, IL a Certificate (or Certificates) of Insurance and endorsement for each type of Insurance coverage specified in Section 107.27 (a), (b), (c), and (d) of the "Standard Specifications for Road and Bridge Construction", except as modified herein:

- 107.27 (a) (2) a. Each Accident\$1,000,000.00
- b. Disease-policy limit.....\$1,000,000.00
- c. Disease- each employee.....\$1,000,000.00

The CONTRACTOR will, in all insurance policies, name the City of Troy and their officers, agents, and employees as additional insured. It shall be made part of the contract between the City of Troy and the CONTRACTOR.

11. RESPONSIBILITY FOR DAMAGE CLAIMS

The contractor shall indemnify and save harmless the City of Troy, Oates Associates, Inc., its officers and employees against all loss, damage or expense that it or they may sustain as a result of any suits, actions or claims of any character brought on account of injury to or death of any person(s), including all persons performing any work under this contract, which may arise in any way in connection with the work to be performed under this contract, including, but not limited to, suits, actions or claims arising under "An act providing for the protection and safety of person in and about the construction repairing, alteration or removal of buildings, bridges, viaducts and other structures, and to provide for the enforcement thereof, adopted June 3, 1907, as amended: the contractor shall also indemnify and save harmless the City of Troy, Oates Associates, Inc., and its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person(s) or property on account of, or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any claims or omission, neglect or misconduct of said contractor; or because of any claims or amounts arising or recovered under the "Workmen Compensation Act", or any other law, ordinance, order or decree, and so much of the money due said contractor under and by virtue of his contract as shall be considered necessary by the City for such purposes, may be retained for the use of the Engineering Division; or, in case no money is due, his surety shall be held until such suits, actions, or claims have been settled and suitable evidence to that effect furnished to the City.

12. TEMPORARY TRAFFIC CONTROL DEVICES

This item shall consist of furnishing, installation, maintenance, relocation and removal of all signs, signals, arrow boards, pavement markings, traffic cones, barricades, warning lights, flaggers and other traffic control devices which are used for purpose of regulating, warning or direction traffic, including pedestrians, during the construction and maintenance of the improvement, as shown on the plans and in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction", the applicable guidelines contained in the "Manual on Uniform Traffic Control Devices for Streets and Highways", the Illinois Supplement to said manual, these special provisions and any special details and Highway Standards contained herein and included in the plans.

The CONTRACTOR shall conduct his Work at all times in a manner and in such a sequence that will minimize the interference with vehicular and pedestrian traffic. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk. Throughout the construction period, all piles, equipment or other obstructions or hazards to motorists or pedestrians shall be enclosed by fences or protected by barricades and proper lighting.

Variations to the traffic control and protection standards specified may be permitted. The CONTRACTOR shall submit a traffic control plan showing any proposed variations he intends to use. The ENGINEER must approve any deviations from the standards prior to their installation. Variations will be allowed if they are appropriate during those times when specific construction methods or procedures are being performed.

The traffic control plan shall maintain vehicular access at all times for residence of any adjacent streets or Businesses. Contractor to supply all required information to the engineer to complete submission of OPER 725.

Traffic Control and Surveillance as described in Article 701.10 of the "Standard Specifications for Road and Bridge Construction" will not be required. Disregard Articles 701.19(d) and 701.20(g) concerning measurement and payment for Traffic Control Surveillance,

This Work will not be paid for separately but shall be considered incidental to the contract and shall include furnishing, installing, maintaining and relocating and removing all traffic control devices required for the successful completion of the project.

13. CLEANING FOR MICRO SURFACING

The mechanical cleaning for this item of construction will be performed by the City of Troy at no cost to the contractor. The contractor will insure that all incidental hand cleaning and any major accumulations shall be picked up prior so that a mechanical street sweeper will be able to pick up the remainder in one pass. The contractor shall notify the City at least 48 hours in advance of when a section is to be cleaned. It will be the responsibility of the contractor to coordinate with engineer for scheduling of clean up. The hand-work involved such as miscellaneous driveways, alley returns, street returns, and other miscellaneous major or minor hand cleaning shall be incidental.

The removal of excess aggregate from the Cape Seal shall be performed by the contractor at no additional cost to the City of Troy. There shall be no aggregate in the gutter, driveways, yards, etc.

Any accumulation of dust which must be removed prior to the actual lay down operation shall be accomplished by the contractor at no additional cost to the City of Troy.

14. COVERING OF ALL SERVICES

The contractor shall be responsible for covering all manhole lids, water valves, and other utility access points with a protective sheeting prior to the actual lay down operation to ensure that none of these access points are covered with material. If any of these areas are covered with material, the contractor shall be responsible for uncovering those said areas.

15. FAILURE TO COMPLETE ON TIME

Should the contractor fail to complete the work by October 30, 2014 or within the extra time they may be allowed by an extension, the contractor shall be liable to the City of Troy at the rate as set in the Standard Specifications for Road and Bridge Construction, adopted January 1, 2012, per calendar day to cover all costs incurred for engineering, inspection and any other expenses incurred for engineering, inspection and any other expenses incurred by the City of Troy by reason of the contractor's failure to complete the work within the specified time and such amount should be deducted from the monies due to contractor, not as a penalty but as damage sustained.

16. PAY ITEM "CRACK SEALING"

16.1 This work shall consist of crack sealing asphalt and concrete pavement as shown on the plans, according to Sections 451 and 452 of the "Standard Specifications for Road and Bridge Construction", except as modified herein.

16.2 Crack sealant shall meet the following requirements:

Crafco Sealant or approved equal according to ASTM D5167 and the following:

1.	Cone Penetration (ASTM D5329)	35 max.
2.	Flow, 140 degrees-F, 5h (ASTM D5329)	3.0mm max.
3.	Resilience (ASTM D5329)	30% min.
4.	Softening Point (ASTM D36)	210 degrees-F min.
5.	Ductility, 77 degrees-F (ASTM D113)	50 cm min.
6.	Mandrel Bend, 0 & 180 degrees-F	Pass
5	sec., ½" dia. (ASTM D3111 modified)	Pass
7.	Asphalt Compatibility (ASTM D5329)	Pass
8.	Minimum Application Temperature	380 degrees-F
9.	Maximum Heating Temperature	400 degrees-F

16.3 Crack sealant shall be delivered to the project site in the original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.

16.4 Sealant shall be clean, dry, and be kept in a protected location within the temperature range specified by the manufacturer. The material shall be stored away from direct sunlight.

16.5 Prior to crack sealing operations, the road surface shall be sufficiently dry. Weather conditions or other conditions shall be favorable and shall be expected to remain so for the performance of the work.

16.6 Cracks shall not be routed but shall be free of all loose dust, dirt, leaves, other foreign materials, and water. This shall be accomplished by sweeping, blowing, and flushing with water.

16.7 Joints and cracks that meet or exceed 1/8" or as directed by the engineer shall be sealed. The method for crack sealing shall be the Reservoir Method. After the crack has been sufficiently cleaned, it shall be filled flush or slightly below the surface of the reservoir.

16.8 A lump sum cost shall be submitted with the Base Bid which will be paid for at the contract unit price per lump sum for CRACK SEALING all the roads shown on the plan. Preparing the cracks is included in cost for sealing cracks.

16.9 A unit cost shall be submitted for adding working days to the contract should the City elect to perform crack sealing in another subdivision within the City. A working day is based on placing 2,000 pounds of sealant per day. The actual quantity used will be paid for by adding to the base bid amount. For example, if the contractor places 1,800 pounds of material in a day, he/she will be given credit for 0.9 of a working day.

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:

"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, 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.

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 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.

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.

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.

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.
- (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.

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:

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

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 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.

Award of Contract. 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.

Execution of Contract. 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.

Failure to Execute Contract. 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
COOPERATION WITH UTILITIES

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

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 105.07 of the Standard Specifications with the following:

"105.07 Cooperation with Utilities. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:

(1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.

(2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.

(3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

(b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:

(1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.

(2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

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

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

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.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

City of Troy

Oates Associates, Inc.

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

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.

