

CITY OF GALESBURG



PURCHASING
55 West Tompkins Street
Galesburg, IL 61401
Phone: 309/345-3678

INVITATION FOR BIDS

For the installation of playground equipment
at various park locations
for the City of Galesburg, Illinois

Instructions to Bidders

1. An advertisement for sealed bids on the above was published in the Galesburg Register-Mail and Breeze Courier on April 07, 2017. As stated in such notice, bids will be received until 11:00 a.m., local time, April 19, 2017 and, at that time, publicly opened and read aloud in the Basement Conference Room, located in City Hall. Bids received after 11:00 a.m. will be rejected.
2. The person, firm or corporation making a bid shall submit it in a sealed envelope to the Purchasing Agent or his duly designated representative on or before the hour and the day stated above. The notation "Bid on playground equipment installation" shall appear on the outside of the sealed envelope and shall include the name of the bidder. Bidder shall also clearly mark on the outside of the envelope: company name and address.
3. The bidder shall insert the cost, and supply all the information, as indicated on the Bid Form. The cost inserted shall be net and shall be the full cost for the work specified, including all factors whatsoever. No permits shall be waived or paid for by the City of Galesburg.
4. No charge will be allowed for taxes from which the City of Galesburg is exempt: the Illinois Retailer's Occupation Tax, the Service Occupation Tax, the Service Use Tax, the Use Tax, Federal Excise and Transportation Tax.
5. Each bidder shall affirm that no official or employee of the City of Galesburg is directly or indirectly interested in this bid for any reason of personal gain.

6. Insurance coverage shall be carried by the successful bidder per the attached Special Provisions sheet for Contractor's Insurance. Submitted insurance must include an endorsement page listing the City of Galesburg as additional insured.
7. No bid may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing and agreed to by the Purchasing Agent.
8. The City of Galesburg reserves the right to reject any and all bids and to waive any informalities or technicalities in the bidding. Any bid submitted will be binding for (90) ninety days after the date of the bid opening.
9. Successful bidder to whom an award shall be made pursuant to this procurement shall be subject to all applicable Federal and State laws and regulations, including but not limited to the Illinois acts commonly known as the Illinois Prevailing Wage Act (820 ILCS 130) and the Illinois Preference Act (30 ILCS 570). Should awarded work include \$2,000 or more in Federal dollars, contractors and any sub-contractors will be required to comply with all applicable provisions of the Davis-Bacon Act, as amended to date. In all cases, submission of certified payroll reports will be required for this work.
10. Current prevailing wages can be found on the Illinois Department of Labor website at www.State.il.us/agency/idol/rates/rates.
11. The City has adopted an "Equal Employment Opportunity Clause", which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Galesburg, Illinois.
12. The City of Galesburg has adopted an Affirmative Action Program. All formal sealed bids must be accompanied by a properly prepared Certificate of Compliance form, whereby the vendor certifies the number of employees he has in each class of employment, and that affirmative action has been taken to ensure equality of opportunity in all aspects of employment.
13. Bidder certifies that all laws of the State of Illinois and ordinances of the City of Galesburg in effect at the date of the bid shall be observed by him. Evidence of any violation during the term of the agreement shall be considered sufficient reason to discontinue purchases by the City from that vendor.

14. Public Act 95-0635 requires that before any contractor or subcontractor begins work on ANY public works project that requires prevailing wages, they must have a written Substance Abuse Prevention Program on file with the contracting agency (City); or have a collective bargaining agreement in effect dealing with the subject matter.
15. All general bidding information, bid forms, conditions of the contract, and the form of agreement, between the City and the Contractor, shall be approved by Purchasing prior to advertising of public notice of the project.
16. The successful bidder is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the contract to be signed or its rights, title or interest therein or its power to execute such Agreement to any other person, company or corporation without the previous consent and approval, in writing, by the City of Galesburg.
17. Bid must show the number of days required to complete services under normal conditions. Bids should also indicate an estimated start date and completion date.
18. The City requires that vendors be paid through ACH (automatic clearing house). The awarded vendor will be required to provide the City with applicable banking information for proper payment. An ACH form is attached to this document for vendor review.
19. These instructions are to be considered an integral part of any bid.

Dated: April 07, 2017

Kraig Boynton
Purchasing Agent

Special Provisions for City of Galesburg – Park Improvements

The following special provisions supplement the applicable portions of the Illinois Department of Transportation “Standard Specifications for Road and Bridge Construction”, Adopted April 1st, 2016, the “Supplemental Specifications and Recurring Special Provisions,” which apply to the proposed improvements designated as the **City of Galesburg, Illinois—Park Improvements** and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

The new playground equipment will be purchased from GameTime, and will be provided by the City of Galesburg and dropped off in its original shipped form for installation by the contractor. The equipment will be onsite for installation by the date the Purchase Order is issued by the City of Galesburg.

General Description of The Work

The proposed project consists of improvements for Various Parks in Galesburg, Illinois, including, but not limited to, the following general features:

- Installation of New/Updated Playground Equipment and Appurtenances as shown on the plans
- Relocation of existing Playground Equipment and shown on the plans
- Temporary Erosion Control Measures
- Miscellaneous Site Grading and Landscaping Features

Park Locations:

- Bateman Park
- Klapp Park
- Allison Campground
- O.N. Custer Park
- Rogers Park

Items per Park

The given areas of playground surfaces should be considered for information only by the contractor, and should not be considered definite. No additional compensation for providing excavation and playground surfacing in excess of the area amounts listed below will be allowed.

- Bateman Park
 - Remove merry-go-ground
 - Relocate swing set north
 - Proposed areas of excavation and installation of new playground surfaces
 - 577 SY Engineered Wood Fiber
 - Installation of proposed new playground equipment
- Klapp Park

- Remove slide, swing set, merry-go-ground, small climber, and large climber
- Proposed areas of excavation and installation of new playground surfaces
 - 372 SY Engineered Wood Fiber
- Installation of proposed new playground equipment

- Allison Campground
 - Remove existing playground structure
 - Proposed areas of excavation and installation of new playground surfaces
 - 166 SY Engineered Wood Fiber
 - Installation of proposed new playground equipment

- O.N. Custer Park
 - Remove slide, small swing set, climber, and large swing set
 - Proposed areas of excavation and installation of new playground surfaces
 - 427 SY Engineered Wood Fiber
 - Installation of proposed new playground equipment

- Rogers Park
 - Remove merry-go-ground and climber
 - Relocate swing set
 - Proposed areas of excavation and installation of new playground surfaces
 - 416 SY Engineered Wood Fiber
 - Installation of proposed new playground equipment

Miscellaneous Work Items

It is intended that payment for all proposed Work described in the Contract Documents including the furnishing of all labor, equipment, tools, materials and transportation and the performing of all operations in connection with the construction of all Work shall covered be under the pay items summarized in the Bid Schedule. Other Work for which there is not an explicit pay item shall be considered included in the Contract Unit Price for the various pay items and no additional compensation shall be allowed.

All Work which may or may not have been specified or shown, but is essential to the completion of the project in a workmanlike manner, including, but not limited to, backfilling, seeding, and clean up and disposal of surplus or unused material, shall be accomplished by the Contractor at no additional cost to the Owner.

The OWNER reserves the right to alter the Plans, extend or shorten the improvement, add such work as may be necessary, and increase or decrease the work to be performed to accomplish such changes, including the deduction or cancellation of any one or more of the Contract pay items. Such changes shall not be considered as a waiver of any conditions for the Contractor nor to invalidate any of the quantities of the Work to be performed. Any plan alterations outside of the original plan scope shall be agreed upon by both the OWNER and CONTRACTOR.

Playground Installation

All new playground systems to be installed shall be constructed in accordance with the manufacturer's recommendations. Installation must be completed or inspected by a Certified Playground Safety Inspector (CPSI). Cunningham Recreation, the local GameTime playground representative, can be contacted for more information.

Cunningham Recreation - Renee Beard renee@cunninghamrec.com 800-438-2780x210

Work which may or may not have been specified or shown, but is essential to the completion of the Playground Installation in a workmanlike manner shall be accomplished by the Contractor at no additional cost to the Owner.

Playground Equipment Relocation

All existing playground equipment to be relocated are identified on the plans. This equipment shall be removed with caution to prevent damage. Any damage will be the responsibility of the contractor. The relocated equipment shall be installed in a similar manner to the original configuration unless expressly changed by a City of Galesburg Parks and Recreation representative. Work which may or may not have been specified or shown, but is essential to the completion of Playground Equipment Relocation in a workmanlike manner shall be accomplished by the Contractor at no additional cost to the Owner.

Temporary Erosion Control Measures

The contractor shall install silt fence around the area where topsoil has been removed to prevent erosion of the exposed dirt. This shall remain in place until the project has been completed. Any earth washed caught by the silt fence shall also be removed. This work is considered incidental to the project.

Miscellaneous Site Grading and Landscaping Features

The contractor shall remove a thickness of topsoil and earth in accordance with the details provided on the plans to allow for the installation of the playground equipment and the engineered wood fiber material. The thickness of the engineered wood fiber material shall conform to the provided details.

Any grass that has been disturbed by construction operations shall be re-seeded, fertilized and protected by erosion control blanket where deemed necessary by a City of Galesburg Parks and Recreation representative.

Acceptable Playground Surface Suppliers

See Section 321817 for specifications regarding playground surfaces. The suppliers the City of Galesburg considers acceptable for use are as follows:

Team REIL - Doug Wiggs dougw@getreil.com 815-923-2099
Cunningham Recreation - Renee Beard renee@cunninghamrec.com 800-438-2780x210
Play Illinois - Shaun Winston swinston@playil.today 708-831-1119
Imagine Nation - Vibeke Larson vibeke@imagineparks.com 847-640-0904
Play & Park Structures - Patrick Puebla ppuebla@playandpark.com 309-339-0536

Bid Items

Bid items shall be per park location on a lump sum basis. All work required to complete the work on the plans is included in the lump sum cost per park, and no additional compensation will be allowed.

Alternate Bid Item 1A

Inclusion of Alternate Bid Item 1A modifies the bid documents to exclude disposal of all existing playground equipment from the contractor's work. All existing playground equipment shall instead be removed as specified and placed near the edge of the park for disposal by city forces.

Completion Date

The new playground equipment has been partially funded by a State of Illinois grant which requires the equipment to be installed by June 23, 2017.

Due to this restriction, the new playground equipment must be installed by June 16, 2017 at each park. A daily penalty of \$500 will be incurred until June 23, 2017. June 23, 2017 is a hard deadline, and the contractor must have all new playground equipment installed by this date.

This project must be completed in full by July 21, 2017, including all restoration of the park areas that were disturbed.

Reminder: This project will require the payment of prevailing wages. Prime Contractor and subcontractors will be responsible for submitting certified payroll reports with their payment requests.

CITY OF GALESBURG, ILLINOIS
PARK IMPROVEMENTS

ITEM NO.	ITEM DESCRIPTION	QUANTITY	PRICE
1	ROGERS PARK WORK	1	
2	BATEMAN PARK WORK	1	
3	O.N. CUSTER PARK WORK	1	
4	KLAPP PARK WORK	1	
5	ALLISON CAMPGROUND WORK	1	
TOTAL BID:			
1A	ALTERNATE - REMOVAL OF EQUIPMENT ONLY	1	
ALTERNATE TOTAL BID:			

BIDDING ENTITY

SIGNATURE

TITLE

DATE

**SECTION 321817
PLAYGROUND PROTECTIVE SURFACING**

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Poured-in-Place Playground Surfacing.
 - 2. Inorganic loose-fill surface.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated submit manufacturer's product data and installation instructions.
- B. Shop Drawings: Show the following:
 - 1. Installation details for curbs, ramps, and accessories.
 - 2. Colors and pattern of surfaces.
 - 3. Location of wear mats in loose-fill surfaces.
 - 4. Location of drainage accessories.
- C. Samples: Verification Samples: Submit manufacturer's standard verification samples of 9" x 9" (229 x 229 mm) minimum for poured in place material. Submit a sample of loose fill material.
- D. Color Chart: Submit manufacturer's standard color chart for color selection.
- E. Quality Assurance/Control Submittals: Submit the following:
 - 1. Certificate of qualifications of the playground surfacing installer.
 - 2. International Play Equipment Manufacturers Association (IPEMA) certified.
- F. Closeout Submittals: Submit the following:
 - 1. Warranty documents specified herein.
 - 2. Installer Qualifications: An employer of workers trained and approved by manufacturer.
 - 3. Surface patch/repair materials.

1.3 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of playground surface system that fail in materials or workmanship within specified warranty period.
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under contract documents.
- C. Warranty Period: Seven (7) years from date of Substantial Completion.

March 2017

1.4 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Poured-in-Place surfacing patch material.

1.6 REFERENCES

- A. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
- B. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
- C. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
- D. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
- E. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
- F. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- G. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers include:
 - 1. Surface America, Inc.
 - 2. Vitriturf
 - 3. Approved Equal

2.2 POURED IN PLACE SURFACE

The type of playground equipment determines the required base mat thickness, and the base mat thickness will be different at various locations on the playground site depending on ASTM F1292 requirements for critical fall height (4', 5', 6', 7', 8', 9', 10' or 12'). The contractor shall provide the minimum thickness required for each playground component as coordinated with the playground equipment manufacturer.

Minimum Performance Requirements:

- A. Provide a 2 layer rubber-urethane playground surfacing system which has been designed, manufactured and installed to meet the following criteria:

- B. Shock Attenuation (ASTM F1292):
- C. Gmax: Less than 200.
- D. Head Injury Criteria: Less than 1000.
- E. Flammability (ASTM D2859): Pass.
- F. Tensile Strength (ASTM D412): 60 psi (413 kPa).
- G. Tear Resistance (ASTM D624): 140%.
- H. Water Permeability: 0.4 gal/yd²/second.
- I. Color shall be a 50% blend of color and black. Color to be selected by the A/E and Owner from manufacturer standard color pallet.

2.3 DELIVERY, STORAGE & HANDLING

- A. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 40 degrees F (4 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

2.4 PROJECT/SITE CONDITIONS

- A. Environmental Requirements: Install surfacing system when minimum ambient temperature is 40 degrees F (1 degree C) and maximum ambient temperature is 90 degrees F (32 degrees C). Do

PART 3 – EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

- A. Comply with the instructions and recommendations of the playground surfacing manufacturer.

3.2 EXAMINATION

- A. Substrate preparation must be in accordance with surfacing manufacturer's specification. New concrete must be fully cured – up to 7 days.

3.3 PREPARATION

- A. Prepare substrates to receive surfacing products according to playground surface system manufacturer's written instructions. Verify that substrates are sound and without high spots, ridges, holes, and depressions.
- B. Concrete Substrates: Provide sound surface free of laitance, efflorescence, curing compounds, and other contaminants incompatible with playground surface system.
 - 1. Repair unsatisfactory surfaces and fill holes and depressions.
 - 2. Mechanically scarify or otherwise prepare concrete substrates to achieve recommended degree of roughness.

March 2017

3. Saw cut concrete for terminal edges of playground surface systems as indicated.
4. Treat control joints and other nonmoving substrate cracks to prevent telegraphing through playground surface system.

- C. Install geosynthetics according to playground surface system manufacturer's and geosynthetic manufacturer's written instructions.
- D. Surface Preparation: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft²/gal (7.5 m²/L).

3.4 INSTALLATION

- A. Do not proceed with playground surfacing installation until all applicable site work, including substrate preparation, fencing, playground equipment installation and other relevant work, has been completed.
- B. Base Mat Installation:
 1. Using screeds and hand trowels, install the base mat at a consistent density of 29 pounds, 1 ounce per cubic foot (466 kg/m³) to the specified thickness.
 2. Allow base mat to cure for sufficient time so that indentations are not left in the base mat from applicator foot traffic or equipment.
 3. Do not allow foot traffic or use of the base mat surface until it is sufficiently cured.
- C. Primer Application: Using a brush or short nap roller, apply primer to the base mat perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft²/gal (7.5 m²/L).
- D. Top Surface Installation:
 1. Using a hand trowel, install top surface at a consistent density of 58 pounds, 9 ounces per cubic foot (938 kg/m³) to a nominal thickness of 1/2" (12.7 mm).
 2. Allow top surface to cure for a minimum of 48 hours.
 3. At the end of the minimum curing period, verify that the top surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface.
 4. Do not allow foot traffic or use of the surface until it is sufficiently cured.

3.5 PROTECTION

- A. Protect the installed playground surface from damage resulting from subsequent construction activity on the site.

3.6 LOOSE-FILL SURFACE

- A. Materials: Engineered Wood Fiber.
 1. Engineered Wood Fiber consisting of 100% pre-consumer recovered wood. Dimensions shall consist of randomly sized wood fibers.
 2. Sieve Analysis, ASTM F2075: Meets criteria.
 3. Hazardous metal, ASTM F2075: Meets criteria.
 4. Tramp metal, ASTM F2075: Meets criteria.

March 2017

5. Impact, ASTM F1292-08: 8 inches meets criteria up to 8ft. fall height and 12 inches meets criteria up to 12 ft. fall height.
6. Accessibility, ASTM F1951-08: Meets criteria.
7. Resistance to Flammability, 16 FR Part 1630 Standard for Surface. Flammability of Carpets and Rugs (FFI-70), Modified Procedure. Not Oven Dried: Meets criteria.
8. Flammability, 16 CFR 1500.44, Federal Hazardous Substances Act Title 16. Chapter II, Subchapter C for Rigid and Pliable Solids: Did not ignite.
9. IPEMA Certification: 8"/8ft., 12"/12 ft. Fall protection. F1292. Tramp metals, Sieve analysis, Heavy Metals. F2075.
10. Fabric: Duraliner
11. Composition: Non-woven, needle-punched, UV treated polypropylene or spunbonded polyester fabric.
12. Recycled content: 10% post-consumer and 10% or more of pre consumer (post manufacturing).
13. Weight, ASTM D3776: Min 3.24 ounces per square yard.
14. Grab Tensile Strength: ASTM D4632: min 81/79 pounds.
15. Mullen Burst Strength, ASTM D3786: min. 130 pounds.
16. Puncture Resistance, ATSM D4833: min 45.1 pounds.
 17. Permittivity, ASTM D4491: min 2.09 sec-1.
 18. Flow Rate, ASTM D4491: min. 300 gal.ft/min.

3.7 LOOSE-FILL ACCESSORIES

- A. Edgings: Anchored-in-place, weather-resistant containment barrier designed to minimize sharp edges, protrusions, and tripping hazards; formed by interconnected, modular units.
 1. Polyethylene Units: UV-light-stabilized, in manufacturer's standard sizes.
 - a. Color: Black
 2. Anchor Stakes: Manufacturer's standard.
- B. Stabilizing Mats: Manufacturer's standard, water-permeable PVC or rubber mats tested for impact attenuation according to ASTM F 1292, and rated for use in the following locations, with anchoring system designed to anchor mat securely to subgrade through loose fill surface.
 1. Location: At excessive wear areas indicated on Drawings and as follows:
 - a. On top of loose-fill surface.
 - b. Where indicated.
 2. Size: 36 by 36 inches.

3.8 GEOSYNTHETICS

- A. Drainage/Separation Geotextile: Nonwoven, needle-punched geotextile, manufactured for subsurface drainage applications and made from polyolefins or polyesters; complying with ASTM D 4759 and referenced standard test methods.
- B. Weed-Control Barrier: Composite fabric geotextile consisting of woven, needle-punched polypropylene substrate bonded to a nonwoven polypropylene fabric, weighing not less than 4.8 oz./sq.yd.

March 2017

3.9 Loose-Fill System Installation:

1. Loose-Fill Edgings: Place as indicated, and permanently secure in place and attach to each other according to edging manufacturer's written instructions.
2. Loose Fill: Place playground surface system materials including manufacturer's standard amount of excess material for compacting naturally with time to required depths after Installation of playground equipment support posts and foundations.
3. Stabilizing Mats: Coordinate installation of mats and mat anchoring system with placing of loose-fill.
4. Grading: Uniformly grade loose-fill to an even surface free from irregular surface changes as indicated.

3.10 Finish Grading: Hand rake to a smooth finished surface and to required elevations.

END OF SECTION 321817



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

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	26
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	29
3	<input type="checkbox"/> EEO	30
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	40
5	<input type="checkbox"/> Required Provisions - State Contracts	45
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	51
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	52
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	53
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	54
10	<input checked="" type="checkbox"/> Construction Layout Stakes	57
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	60
12	<input type="checkbox"/> Subsealing of Concrete Pavements	62
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	66
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing	68
15	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	69
16	<input type="checkbox"/> Polymer Concrete	70
17	<input type="checkbox"/> PVC Pipeliner	72
18	<input type="checkbox"/> Bicycle Racks	73
19	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	75
20	<input type="checkbox"/> Work Zone Public Information Signs	77
21	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	78
22	<input type="checkbox"/> English Substitution of Metric Bolts	79
23	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	80
24	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	81
25	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	89
26	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	105
27	<input type="checkbox"/> Reserved	107
28	<input type="checkbox"/> Preventive Maintenance - Bituminous Surface Treatment	108
29	<input type="checkbox"/> Preventive Maintenance - Cape Seal	114
30	<input type="checkbox"/> Preventive Maintenance - Micro-Surfacing	129
31	<input type="checkbox"/> Preventive Maintenance - Slurry Seal	140
32	<input type="checkbox"/> Temporary Raised Pavement Markers	149
33	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	150
34	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	153

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	158
LRS 2	<input type="checkbox"/> Furnished Excavation	159
LRS 3	<input type="checkbox"/> Work Zone Traffic Control Surveillance	160
LRS 4	<input type="checkbox"/> Flaggers in Work Zones	161
LRS 5	<input type="checkbox"/> Contract Claims	162
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	163
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	169
LRS 8	Reserved	175
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	176
LRS 10	Reserved	177
LRS 11	<input checked="" type="checkbox"/> Employment Practices	178
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	180
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	182
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	183
LRS 15	<input checked="" type="checkbox"/> Partial Payments	186
LRS 16	<input type="checkbox"/> Protests on Local Lettings	187
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	188
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	189

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, 2002

Revised: January 1, 2015

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.

CHECK SHEET #LRS6

- (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:

CHECK SHEET #LRS6

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.

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 contract 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

CHECK SHEET #LRS6

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.”

CHECK SHEET #LRS11

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.

CHECK SHEET #LRS12

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

SPECIAL PROVISION FOR WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999

Revised: January 1, 2015

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

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

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

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

CHECK SHEET #LRS13

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.

CHECK SHEET #LRS15

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.”

CHECK SHEET #LRS17

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.



CITY OF GALESBURG, ILLINOIS

BID FORM

Name of Bidder _____

Contact Person _____

Business Address _____

City, State, Zip _____

Telephone No. _____ E-Mail Address _____

The Bidder above mentioned declares and certifies:

- First- That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose; and, is in all respects, fair and without collusion or fraud.
- Second - That no officer, employee or person whose salary is payable in whole or in part from the City of Galesburg is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof.
- Third - That said bidder has carefully examined the Instructions to Bidders and the Specifications; and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, the services for which this bid is made.
- Fourth - That the prices quoted herein are net and exclusive of all taxes from which the City of Galesburg is exempt.

Fifth - That the cost of the project, which meets the requirements as set forth in the Instructions to Bidders and the Specifications aforementioned is:

Lump sum bid to complete project as detailed:	\$
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Est. Start Date: _____

Est. Working Days: _____

***NOTE: Work must be completed by June 23, 2017**

Sixth- That the guarantee and warranties offered are:

Seventh- That said bidder has executed the Certificate of Compliance, and has submitted herewith.

Person, Firm or Corporation

BY: _____
Authorized Signature & Title

Printed name of signer

SPECIAL PROVISIONS

PREVAILING RATE:

Not less than the Prevailing Rate of Wages as found by the City of Galesburg, or the Department of Labor, or determined by the Court of Review, shall be paid to all Laborers, Workmen and Mechanics performing work under this contract.

CERTIFIED PAYROLLS:

All work is subject to the Davis-Bacon Act and all prevailing wage laws. The contractor and all subcontractors shall submit certified copies of his payroll weekly for all work undertaken on the project. Failure to keep current on submittal of payrolls shall be cause to withhold payment for completed work.

PROOF OF INSURANCE:

The contractor shall carry insurance as required by the Standard Provisions. Proof of various insurance coverage shall be submitted to the City and shall be kept in force until all work to be performed under the terms of the contract has been accepted.

SPECIAL PROVISIONS TO COVER

LABOR AND MATERIAL PAYMENT

The Contractor shall not commence work under this contract until he has obtained a labor and Material Payment Bond, which has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until subcontractor has a similar bond or the Contractor's bond covers the subcontractor's Labor and Material Payment.

SPECIAL PROVISIONS TO COVER
CONTRACTOR'S AND MUNICIPAL VENDORS
(As Amended 05/17/16)

The Contractor, or Municipal Vendor, shall not commence work under this contract until he has obtained all insurance required under this section, and such insurance has been approved by the City; nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been approved by the City.

The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the City and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The City will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated in this section or elsewhere, the City does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

- (a) Workers Compensation and Employers Liability
 - (1) Workers compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this section, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.
 - (2) Employers Liability.
 - a. Each Accident \$500,000
 - b. Disease-policy limit \$500,000
 - c. Disease-each employee \$500,000
- (b) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.
 - (1) General Aggregate Limit \$2,000,000
 - (2) Products-Completed Operation Aggregate Limit \$2,000,000
 - (3) Each Occurrence Limit \$1,000,000The coverage shall provide by an endorsement in the appropriate manner and form, the City, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The City may accept a separate owner's protective liability policy in lieu of the City, its officers, and employees being insureds on the Contractor's policies.
- (c) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.
 - Bodily Injury & Property Damage Liability Limit Each Occurrence \$1,000,000
- (d) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without 30 days prior written notice to the City by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits, and endorsements shall be filed with the City before the City will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction". Any exception or deviation shall be brought to the attention of the City for a ruling of acceptability. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor shall, at his/her expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from his/her obligation to indemnify in excess of the coverage according to the contract.

The contractor, prior to execution of the contract, shall file with the City copies of completed certificates of insurance, satisfactory to the City, to afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work to its completion, being whenever the improvement called for by the contract shall have been completely performed on the part of the contractor and all parts of the work have been approved and accepted by the City, and the final payment made. The policy of insurance shall include the City as an additional insured or provide separate coverage with an Owner's Protective policy.

**Language of coverage in this section taken from IDOT Standard Specifications adopted April 1, 2016*

RETURN WITH BID
TO THE CITY OF GALESBURG, ILLINOIS
CERTIFICATE OF COMPLIANCE

EMPLOYMENT	SUPERVISORY	SALES	OFFICE	SKILLED	SEMI-SKILLED	NON-SKILLED
WHITE						
BLACK						
OTHER						
MALE						
FEMALE						

(PLEASE FILL IN THE NUMBER OF EMPLOYEES IN EACH CLASS)

1. THE CONTRACTOR OR COMPANY WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEES OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR, SEX, AGE, NATIONAL ORIGIN, HANDICAPPING CONDITION UNRELATED TO ABILITY TO PERFORM THE JOB; AND, WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED WITHOUT REGARD TO THEIR RACE, CREED, COLOR, SEX, AGE, HANDICAP OR NATIONAL ORIGIN. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER, RECRUITMENT OR RECRUITMENT ADVERTISING, LAYOFF OR TERMINATION, RATES OF PAY OR OTHER COMPENSATION, AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR OR COMPANY AGREES TO POST, IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NON-DISCRIMINATION CLAUSE.

2. THE CONTRACTOR OR COMPANY WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES OR ON THEIR BEHALF, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, CREED, COLOR, SEX, AGE, HANDICAPPING CONDITION UNRELATED TO ABILITY OR NATIONAL ORIGIN. THE SAME SHALL HOLD TRUE WHEN RECRUITMENT SOURCES ARE USED TO SECURE APPLICANTS.

3. THE CONTRACTOR OR COMPANY AGREES TO NOTIFY ALL OF ITS SUBCONTRACTORS OF THEIR OBLIGATION TO COMPLY WITH THE NON-DISCRIMINATION POLICY.

4. IN THE EVENT OF THE CONTRACTOR'S OR COMPANY'S NON-COMPLIANCE WITH THE NON-DISCRIMINATION CLAUSES OF THE CONTRACT OR PURCHASE OR WITH ANY OF SUCH RULES, REGULATIONS OR ORDERS, THE CONTRACT OR PURCHASE MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR OR COMPANY MAY BE DECLARED INELIGIBLE FOR FURTHER CITY CONTRACTS OR PURCHASES IN ACCORDANCE WITH THE AFFIRMATIVE ACTION PROGRAM ADOPTED BY THE GALESBURG CITY COUNCIL AT THEIR MEETING ON AUGUST 6, 1990

By: _____
BIDDER

RETURN WITH BID
CITY OF GALESBURG
MUNICIPAL VENDORS HOLD HARMLESS AGREEMENT

All vendors doing business with the City of Galesburg, Illinois, shall read and agree to sign this Hold Harmless Agreement. In lieu of the vendor signing this agreement, the City will accept being named as an additional insured on the vendor's general liability policy only as respects specific operations performed by the vendor on behalf of or on the premises of the City of Galesburg, Illinois.

"In consideration of your permitting us, our servants, our agents, employees and representatives from time to time to enter upon or to place or maintain equipment upon premises owned or controlled by you for the purposes of servicing our account, we agree to indemnify and hold harmless the City and its' agents and employees from and against all claims for personal injury or property damage, including claims against the City, its' agents or servants, and all losses or expenses, including attorney's fees that may be incurred by the City in defending such claims, rising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Municipal Vendor, or anyone directly or indirectly employed by the Municipal Vendor or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Municipal Vendor, under Workers' Compensation Acts, Disability Acts, or other Employee Benefit Acts."

Subscribed and sworn to before me this _____, 20_____

Person, Firm, or Corporation

Notary Public

THIS FORM IS BASED ON IRS REQUIREMENTS FOR THE SAME ESSENTIAL INFORMATION AS A W-9

RETURN TO: CITY OF GALESBURG
ATTN: A/P
55 W TOMPKINS ST
GALESBURG, IL 61401

OR FAX TO: 309-343-4765

The following information is needed to complete your vendor file and to comply with IRS requirements. Please fill out this form as completely as possible to ensure proper payment to you. Please return completed form as soon as possible to The City of Galesburg at the above address or fax number. Please call 309-345-3674 with any questions.

BUSINESS NAME: _____

INDIVIDUAL NAME: _____
(for Sole Proprietors as appears on Social Security Card)

BUSINESS ADDRESS: _____

CITY, STATE, ZIP: _____

YOUR TAXPAYER IDENTIFICATION NUMBER: _____
(FEIN or business tax ID. No.)

OR, YOUR SOCIAL SECURITY NUMBER: _____
(If using SSN, enter the name on the card above as Individual Name.)

PLEASE CHECK APPROPRIATE BOX:

Individual/Sole Proprietor Corporation Partnership Other _____

YOUR COMPANY PROVIDES:

Legal Services Services Materials Other _____

ARE YOU SUBJECT TO BACKUP WITHHOLDING?

Yes No

PERSON TO CONTACT: _____

PHONE NUMBER: _____

UNDER PENALTY OF PERJURY, I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS CORRECT AND COMPLETE.

Signature

Date

Title



City of Galesburg

Operating Under Council – Manager Government Since 1957

The City of Galesburg will no longer be issuing checks for vendor payments. The City will pay vendors through ACH by automatically depositing payments to a bank checking/savings account (once a month) or payment to vendors can be made by credit card at the time of purchase.

In order to process your next payment, please fill out the following information and provide a copy of a void check. Please mail to City of Galesburg, Accounts Payable, P.O. Box 1589, Galesburg, IL 61402-1589 or fax the completed form and a void check, if the funds are being deposited to a **checking** account, to the fax number listed below.

Vendor Name: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____

Email Address: _____

Bank Name: _____

Checking/Savings Acct Number: _____

(Please indicate type of account by circling Checking or Savings)

Bank Routing Number: _____

Signature: _____

Payment information will be e-mailed to you approximately 2 days prior to the funds being credited to your bank account. If you have any questions, please contact me.

Tifani Miller
Accounts Payable
City of Galesburg
309/345-3674
309/343-4765 fax