

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

CITY OF OLNEY, ILLINOIS

KITCHELL STREET CURB AND GUTTER CONSTRUCTION

August 2016

**Prepared By:
Charleston Engineering, Inc.
P.O. Box 397
Olney, Illinois 62450**

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FOR
KITCHELL STREET CURB AND GUTTER CONSTRUCTION
OLNEY, ILLINOIS

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NOTICE TO BIDDERS

CITY OF OLNEY

KITCHELL STREET CURB AND GUTTER CONSTRUCTION

Sealed proposals for the construction of Kitchell Street Curb & Gutter Construction, will be received at Olney City Hall, 300 S. Whittle Avenue, Olney, Illinois until 11:00 A.M., Monday, August 22, 2016. The bids will be publicly opened and read at that time.

All proposals must be accompanied by a bank cashier's check or certified check for not less than ten (10) per cent of the amount of the bid. Not less than the prevailing rate of wages as determined by the City of Olney shall be paid on this project. Method of payment shall be single payment upon completion of the project. Waiver of Liens will be required by City before payment is made.

Copies of the contract documents may be obtained by contacting the City Clerk, City of Olney, 300 S. Whittle Avenue, Olney, Illinois 62450, phone: 618-395-7302.

The City of Olney reserves the right to waive technicalities or to reject any or all proposals.

August 4, 2016

By order of
City of Olney

PROPOSAL

TO THE OWNER,

1. Proposal of _____
(Name and Address of Bidder)

_____ .
for the improvement shown on the sketches, and described in these specifications for the
Kitchell Street Curb & Gutter Construction

2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm or corporation.
3. The undersigned further declares that he has carefully examined the proposal, sketches, and specifications, and that he has familiarized himself with the site of the proposed work, and all local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
4. The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the Contract, except such materials as are to be furnished by the Owner, in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
5. The undersigned further agrees that the Engineer may at any time during the progress of the work covered by this Contract order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or Contract as a specific item accompanied by a unit price, and which are not included under the Bid price of other items in this Contract, shall be performed as extra work and that he will accept as full compensation therefore the actual cost plus fifteen (15) percent, the actual cost to be determined as provided in the specifications.
6. The undersigned further agrees to execute a Contract for this work and present the same to the Owner within ten (10) days after the date of Notice of Award of the Contract to him.
7. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the Contract and Contract Bond unless otherwise provide, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract. The undersigned agrees to complete the work by September 30, 2016 unless additional time shall be granted by the Engineer in accordance with the provisions of the specification. In case of failure to complete the work within the time the undersigned agrees that the Owner shall withhold, from such sums

as may be due him under the terms of this Contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty, but as damages due the Owner from the undersigned by reason of inconvenience to the public, added cost of Engineering and supervision, maintenance of detours, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the Contract.

8. Method of Payment

Payment shall be lump sum upon completion of the project and approved by the City of Olney. Final payment request to be accompanied by waivers of lien from all subcontractors and material suppliers.

9. Accompanying this proposal is a proposal guarantee in the form of a bank draft, bank cashier's check, certified check or bid bond in the amount of 10% of the amount of the Bid, made payable to:

City of Olney

The amount of the check or draft is _____ (\$ _____)

If this proposal is accepted and undersigned shall fail to execute a Contract as required herein, it is hereby agreed that the amount of the check or draft or Bidder's bond substituted in lieu thereof, shall be treated and considered as liquidated damages due to delay and other causes suffered by the Owner because of the failure to execute said Contract; otherwise said check or draft, or Bidder's bond substituted in lieu thereof shall be returned to the undersigned.

ATTACH BANK DRAFT, BANK CASHIER'S CHECK OR CERTIFIED CHECK OR BID BOND HERE.

In the event that one check or draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

10. The undersigned submits herewith his schedule of prices as itemized in the attached Bid Schedule covering the work to be performed under this Contract, and that if not so done his proposal may be rejected as irregular.

11. The undersigned agrees that the Bid may be held by the Owner for a period not to exceed sixty (60) days, prior to awarding the Contract.

The unit and lump sum prices shall include all labor, materials, utility relocation, disposal overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any informalities in the Bidding.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal Contract attached within 10 days. The Bid security attached in the sum of _____ (\$ _____) is to become the property of the Owner in the event the Contract is not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

Address

Signature

Title

Date

License number (if applicable)

(SEAL – if Bid is by corporation)

SEALED PROPOSAL

for

CITY OF OLNEY
KITCHELL STREET CURB AND GUTTER CONSTRUCTION

BIDS shall include sales tax and all other applicable taxes and fees.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices:

ITEM	DESCRIPTION	UNITS	AMOUNT	UNIT PRICE	TOTAL PRICE
1	6"x14" Concrete Vertical Curb	L.F.	220	_____	_____
2	Concrete Curb Removal	L.F.	220	_____	_____
3	CA-6 Crushed Stone	TON	2	_____	_____
4	Ready Mix Concrete, Class PV	C.Y.	5	_____	_____
				Total	_____

Respectfully submitted:

Bidder Name

Address

Authorized Signature

Date

CONTRACT

1. THIS AGREEMENT, made and concluded this ___ day of _____, 2016, between City of Olney acting by and through the City Council known as the party of the first part, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the WORK furnish all materials and all labor necessary to complete the WORK in accordance with the Plans and Specifications hereinafter described and in full compliance with all of the plans of this agreement and the requirements of the ENGINEER under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provision, Proposal, and the Plans for Kitchell Street Curb & Gutter Construction, 2016, are all essential documents of this Contract and are a part hereof.

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

For the OWNER
Party of the First Part

By _____
Mayor

(Title)

For the CONTRACTOR

Company Name _____

By _____
President, Party of the Second Part

Attest:

(Clerk or Notary Public)

(If a Co-Partnership)

_____(SEAL)

Secretary
(Corporate Seal)

_____(SEAL)

_____(SEAL)

NOTICE OF AWARD

To: _____

Project Description: Kitchell Street Curb & Gutter Construction

The OWNER considered the Proposal (Bid) submitted by you for the above described WORK in response to its Notice to Bidders dated August 4 2016.

You are hereby notified that your Proposal (Bid) has been accepted for items in the amount of \$_____ at the Proposal Unit Prices.

You are required by the Notice to Bidders to execute the CONTRACT and furnish the required certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said CONTRACT within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Proposal (Bid) as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this ____ day of _____, 20 16.

City of Olney
OWNER

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

by _____

this ____ day of _____, 20 16.

By _____

NOTICE TO PROCEED

To: _____

Date: _____
Project: Kitchell Street Curb & Gutter
Construction

You are hereby notified to commence WORK by _____, 20 16 in accordance with the CONTRACT dated _____, 20 16, and you are to complete the WORK on or before September 30, 20 16.

City of Olney
Owner

By _____

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby

acknowledged by _____

this the ___ day of _____ 20 16.

By _____

Title _____

CHANGE ORDER

Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: Kitchell Street Curb & Gutter Construction

OWNER: City of Olney, Illinois

CONTRACTOR: _____

ENGINEER: Charleston Engineering, Inc.

The following changes are hereby made to the CONTRACT documents:

Description:

Attachments:

Change to CONTRACT Price: \$ _____

Current CONTRACT Price:
(adjusted by previous Change Order) \$ _____

(Increase)(Decrease)in CONTRACT Price
due to this Change Order: \$ _____

The new CONTRACT Price
(including this Change Order will be): \$ _____

Change in CONTRACT Time:

Current CONTRACT Time: _____ calendar days (or date)

The CONTRACT Time will be (increased)(decreased) by: _____ calendar days

CONTRACT Time due to Change Order will be: _____ (Date)

Approvals Required:

OWNER

CONTRACTOR

ENGINEER

INSURANCE

The contractor shall not commence work under his contract until he has obtained all the insurance under this paragraph and such insurance has been approved by the owner.

Compensation Insurance. The contractor shall procure and shall maintain during the life of this contract, workmen's compensation insurance as required by applicable state law for all of his employees to be engaged in work at the site of the work under this contract.

Contractor's Comprehensive General Liability and Property Damage Insurance. Contractor's comprehensive general liability and property damage insurance shall be in an amount not less than \$1,000,000 on account of one occurrence, and contractor's property damage insurance in the amount of not less than \$500,000 and the contractor is required to purchase contractual liability coverage under his comprehensive general liability policy. The owner shall be named as an additional insured on any policy required by this paragraph.

Automobile Insurance. The contractor shall furnish and maintain at his own expense comprehensive automobile liability insurance covering the use of all owned, non-owned, or hired automobiles. The limits shall be not less than:

1. Bodily injury including death resulting therefrom
\$500,000 each person
\$1,000,000 each occurrence
2. Property damage
\$500,000 each occurrence

Risk of Loss. The contractor shall assume all risks for loss of or damages to materials whether stored or on the site or elsewhere, or to tools or equipment owned or rented by the contractor, and he shall maintain such insurance as he may deem necessary to protect himself against such loss or damage.

Proof of Carriage of Insurance. The contractor shall furnish the owner with certificates showing the type, amount, class of operations covered, effective dates and expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after 10 days' written notice has been received by the owner."

All insurance coverage shall be provided by insurance companies having policyholder ratings not lower than "A+" and financial ratings not lower than "AAAAA" in the most recent issue of Best Insurance Guide. The insurance companies must be authorized to do business in the State of Illinois.

The contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage insurance of the type and in the same amounts as specified for the contractor above, or (2) insure the activities of his subcontractors in his own policy.

Richland County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		27.250	27.700	1.5	1.5	2.0	6.600	12.44	0.000	0.900
ASBESTOS ABT-MEC		BLD		22.000	23.000	1.5	1.5	2.0	6.700	6.350	0.000	0.650
BOILERMAKER		BLD		33.340	35.840	1.5	1.5	2.0	7.070	21.53	1.250	0.400
BRICK MASON		BLD		30.000	31.500	1.5	1.5	2.0	8.500	8.240	0.000	0.750
CARPENTER		BLD		33.600	35.100	1.5	1.5	2.0	6.800	8.250	0.000	0.400
CARPENTER		HWY		33.600	35.350	1.5	1.5	2.0	6.800	8.250	0.000	0.400
CEMENT MASON		BLD		29.500	31.000	1.5	1.5	2.0	7.500	6.730	0.000	0.500
CEMENT MASON		HWY		28.650	30.150	1.5	1.5	2.0	7.500	6.780	0.000	0.300
CERAMIC TILE FNSHER		BLD		28.170	0.000	1.5	1.5	2.0	8.500	7.570	0.000	0.750
COMM SYSTEMS TECH		BLD		26.850	29.550	1.5	1.5	2.0	5.850	5.690	0.000	0.290
ELECTRIC PWR EQMT OP		ALL	1	38.010	0.000	1.5	1.5	2.0	5.760	10.64	0.000	0.380
ELECTRIC PWR EQMT OP		ALL	2	33.940	0.000	1.5	1.5	2.0	5.760	9.510	0.000	0.340
ELECTRIC PWR GRNDMAN		ALL		27.970	0.000	1.5	1.5	2.0	5.760	7.830	0.000	0.280
ELECTRIC PWR LINEMAN		ALL		47.620	50.830	1.5	1.5	2.0	5.760	13.33	0.000	0.480
ELECTRICIAN		BLD		35.020	37.470	1.5	1.5	2.0	6.620	9.980	0.000	0.360
FLOOR LAYER		BLD		31.080	31.830	1.5	1.5	2.0	6.800	8.250	0.000	0.400
GLAZIER		BLD		26.780	28.030	1.5	1.5	2.0	6.120	5.900	0.000	0.300
HT/FROST INSULATOR		BLD		29.990	30.990	1.5	1.5	2.0	5.050	10.09	0.000	0.280
IRON WORKER		ALL		28.140	29.640	1.5	1.5	2.0	8.010	10.32	0.000	0.345
LABORER		BLD		26.250	26.700	1.5	1.5	2.0	6.600	12.44	0.000	0.800
LABORER		HWY		26.250	26.700	1.5	1.5	2.0	6.600	12.44	0.000	0.800
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		BLD		28.170	0.000	1.5	1.5	2.0	8.500	7.570	0.000	0.750
MARBLE MASON		BLD		30.000	31.500	1.5	1.5	2.0	8.500	8.240	0.000	0.750
MILLWRIGHT		BLD		33.600	35.100	1.5	1.5	2.0	6.800	8.250	0.000	0.400
MILLWRIGHT		HWY		34.100	35.850	1.5	1.5	2.0	6.800	8.250	0.000	0.400
OPERATING ENGINEER		ALL	1	38.600	0.000	1.5	1.5	2.0	8.000	9.500	0.000	0.850
OPERATING ENGINEER		ALL	2	24.750	0.000	1.5	1.5	2.0	8.000	9.500	0.000	0.850
OPERATING ENGINEER		ALL	3	39.600	0.000	1.5	1.5	2.0	8.000	9.500	0.000	0.850
PAINTER		ALL		26.300	27.800	1.5	1.5	2.0	7.870	9.650	0.000	0.500
PILEDRIVER		BLD		33.600	35.100	1.5	1.5	2.0	6.800	8.250	0.000	0.400
PILEDRIVER		HWY		34.100	35.850	1.5	1.5	2.0	6.800	8.250	0.000	0.400
PIPEFITTER		ALL		36.520	39.260	1.5	1.5	2.0	6.650	6.630	0.000	0.610
PLASTERER		BLD		29.500	31.000	1.5	1.5	2.0	7.500	6.730	0.000	0.500
PLUMBER		ALL		36.520	39.260	1.5	1.5	2.0	6.650	6.630	0.000	0.610
ROOFER		BLD		27.970	30.990	1.5	1.5	2.0	10.60	6.860	0.000	0.650
SHEETMETAL WORKER		ALL		32.650	34.150	1.5	1.5	2.0	8.630	7.670	1.970	0.360
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
STONE MASON		BLD		30.000	31.500	1.5	1.5	2.0	8.500	8.240	0.000	0.750
SURVEY WORKER												
TERRAZZO FINISHER		BLD		30.000	31.500	1.5	1.5	2.0	8.500	8.240	0.000	0.750
TILE MASON		BLD		29.250	30.750	1.5	1.5	2.0	8.450	7.100	0.000	0.480
TRUCK DRIVER		ALL	1	28.955	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		ALL	2	29.355	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		ALL	3	29.555	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		ALL	4	29.805	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TRUCK DRIVER		ALL	5	30.555	0.000	1.5	1.5	2.0	9.300	2.900	0.000	0.250
TUCKPOINTER		BLD		30.000	31.500	1.5	1.5	2.0	8.500	8.240	0.000	0.750

- Legend: RG (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

RICHLAND COUNTY

The following list is considered as those days for which holiday rates

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

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

COMMUNICATION SYSTEMS TECHNICIAN

Installation, operation, inspection, maintenance, repair, and service of radio, television, recording, voice sound and vision production and reproduction apparatus, equipment and appliances used for domestic, commercial, education, entertainment and private telephone systems.

ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their duties.

ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

Class 4. Low Boy and Oil Distributors.

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

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

Other Classifications of Work:

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

LANDSCAPING

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

**CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE
FEDERAL, STATE AND LOCAL LAWS, INCLUDING THE FOLLOWING:**

STEEL PRODUCTS PROCUREMENT ACT (30 ILCS 565/1 et seq.):

All Contractors and Subcontractors shall use only steel products in the construction of this project which have been manufactured or produced in the United States in compliance with the Steel Products Procurement Act.

CERTIFICATION REGARDING COMPLIANCE WITH 720 ILCS 5/33E-1 et seq.:

Contractors and Subcontractors shall comply with all provisions of Illinois Statutes relating to kickbacks and/or interference with public contracting as provided in 720 ILCS 5/33E-1 et seq. The bid submitted by a Contractor shall be accompanied by a certification on a form provided by the Owner in the bid documents.

STATEMENT OF NO DELINQUENT TAXES:

The Contractor shall submit a statement under oath, pursuant to Section 5/11-42.1-1 of Chapter 65 of the Illinois Compiled Statutes, that no taxes administered by the Illinois Department of Revenue are delinquent. The statement under oath shall be submitted on a form provided by the Owner and can be found among the bid documents.

CERTIFICATION

Pursuant to Chapter 720, Section 5/33E-11 of the Illinois Compiled Statutes

(720 ILCS 5/33E-11), I, _____, _____,
name of officer title

of _____, do hereby certify that _____
name of Contractor name of Contractor

is not barred contracting with any unit of State or local government as a result of a violation of either Section 5/33E-3 or 5/33E-4 of Chapter 720 of the Illinois Compiled Statutes (720 ILCS 5/33E-3 and 5/33E-4).

Dated: _____

Signature

CERTIFICATION
THAT CONTRACTOR IS NOT BARRED
FROM PUBLIC CONTRACTING DUE TO BID-RIGGING
OR BID ROTATING CONVICTIONS

CITY OF OLNEY

WHEREAS, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from bidding on public contracts (720 ILCS 5/33E-3, 5/33E-4), and

WHEREAS, Section 33E-11 of the Criminal Code (720 ILCS 5/33E-11) requires bidders and contractors awarded bids to certify on a form provided by the unit of local government or school district that they are not barred from public contracting due to bid-rigging or bid rotating convictions.

NOW, THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned, _____ (individual, firm, corporation or other entity), is not barred from bidding on or entering into public contracts pursuant to bids due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the bidder or contractor have been so convicted and that the bidder or contractor is not the successor company or a new company created by the officers or owners or one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above-named public body, in writing, within seven (7) days of such conviction, if it occurs during any bidding process, contract term or otherwise prior to entering into any contract therewith.

DATE: _____

BY: _____

ATTEST:

STATEMENT OF NO DELINQUENT TAXES

I, _____, _____, of
(Name of Officer) (Title)

_____, being duly sworn, on oath state that
(Name of Contractor)

_____,
(Name of Contractor)

(place an "X" in the space immediately before the statement that is correct)

_____ is not delinquent in the payment of any taxes administered by the Illinois Department of Revenue.

_____ is not considered to be delinquent in the payment of any taxes administered by the Illinois Department of Revenue, pursuant to Chapter 65, Section 5/11-42.1-1 of the Illinois Compiled Statutes because the Contractor (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and (2) is in compliance with the agreement.

Date: _____

Signature

SUBSCRIBED and SWORN
to before me this ____ day of
_____, 20__.

Notary Public

GENERAL REQUIREMENTS AND COVENANTS

SECTION 1. PROPOSAL REQUIREMENTS AND CONDITIONS

1-1 CONTENTS OF THE PROPOSAL FORM

Bidders will be furnished with forms stating the location and description of the WORK contemplated, the approximate quantities of WORK to be performed, the amount of the Proposal Guaranty, requirements pertaining to labor, and the date, time and place of filing and opening Proposals. All documents bound with or attached to the Proposal shall be considered a part thereof, and shall not be detached or altered.

1-2 INTERPRETATION OF ESTIMATE OF QUANTITIES

An estimate of quantities of WORK to be done and materials to be furnished under the Specifications is given in the Proposal. It is given as a basis for comparison of Proposals and the Award of the CONTRACT. The OWNER and ENGINEER do not expressly or by implication agree that the actual quantities involved will correspond therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities pertaining to the WORK.

Payment will be based on the actual quantities of WORK performed in accordance with the CONTRACT, at the CONTRACT unit prices specified. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.

1-3 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE WORK

The Bidder shall, before submitting his Bid, carefully examine the Proposal, Plans, Specifications, Special Provisions, and form of CONTRACT and bond. He shall inspect in detail the site of the proposed WORK and familiarize himself with all the local conditions affecting the CONTRACT and the detailed requirements of construction. If his Bid is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions. The OWNER or ENGINEER will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

When the Plans or Special Provisions include information pertaining to sub-surface explorations, borings, test pits, and other preliminary investigations, such information is included only for the convenience of the Bidder. The OWNER or ENGINEER assumes no responsibility whatever in respect to the sufficiency of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the WORK, or that unanticipated developments may not occur.

When the Plans or Special Provisions include information pertaining to the location of underground utility facilities, such information is only included for the convenience of the Bidder. The OWNER or ENGINEER assumes no responsibility whatever in respect to the sufficiency or accuracy of the information or lack of information, shown on the Plans relative to

GENERAL REQUIREMENTS AND COVENANTS

SECTION 1. PROPOSAL REQUIREMENTS AND CONDITIONS

the location of underground utility facilities. It shall be the CONTRACTOR'S responsibility to obtain from the respective utility companies detailed information relative to the location of their facilities and the work schedules of the utility companies for removing or adjusting them.

1-4 PREPARATION OF THE PROPOSAL

The Bidder shall submit his Proposal on the form furnished by the OWNER. The Proposal shall be executed properly, and Bids shall be made for all items indicated in the Proposal form, except that when alternate Bids are asked, a Bid on more than one alternate for each item is not required, unless the Special Provisions provide otherwise. The Bidder shall indicate, in figures, a unit price or lump sum for each of the separate items called for in the Proposal; he 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 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 with ink.

If the Proposal is made by an individual, his name and post office address shall be shown. If made by a firm, joint venture or partnership, the name and post office address of each member of the firm, joint venture or partnership shall be shown. If made by a corporation, the Proposal shall show the names, titles, and business addresses of the president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.

1-5 MULTIPLE BIDS

If multiple bids are to be received, bidding shall be in accordance with the instructions in the Special Provisions.

1-6 REJECTION OF PROPOSALS

Proposals that contain omissions, erasures, alterations, additions not called for, conditional or alternate BIDS, unless called for, irregularities of any kind, or Proposals otherwise regular which are not accompanied by the proper Proposal Guaranty shall be rejected as informal or insufficient. Rejection of a bid based upon time of completion shall be permitted only when it is specifically stated in the bid documents that time of completion will be a basis for award. However, the OWNER reserves the right to reject any or all Proposals and to waive such technical error as may be deemed best for the interest of the OWNER.

1-7 PROPOSAL GUARANTY

Each Proposal shall be accompanied by a Bid Bond, bank cashier's check or a properly certified check for not less than ten (10) percent of the amount Bid unless otherwise specified in the Special Provisions.

If a multiple Bid is submitted, the Bid Bond, bank cashier's check, or certified checks which accompany the individual Proposals making up the combination shall be considered as also covering the multiple Bid.

GENERAL REQUIREMENTS AND COVENANTS

SECTION 1. PROPOSAL REQUIREMENTS AND CONDITIONS

See Paragraph 2-3 regarding returning of Proposal Guaranty.

The Bid Bonds, bank cashier's checks, or certified checks accompanying Proposals shall be made payable to the OWNER.

1-8 DELIVERY OF PROPOSALS

Proposals shall be delivered prior to the time and at the place indicated in the Notice to Bidders. Each Proposal shall be placed in an envelope sealed and plainly marked to indicate its contents. Only sealed Proposals will be accepted.

Proposals will not be opened unless received at the place of letting and prior to the time stated in the Notice to Bidders.

1-9 WITHDRAWAL OF PROPOSALS

Permission will be given a bidder to withdraw a proposal if he makes his request in writing before the time for opening proposals. If a proposal is withdrawn, the Bidder will not be permitted to submit another Proposal for the same Work at the same letting.

1-10 WITHDRAWAL OF PROPOSAL GUARANTY

See Paragraphs 2-2 and 2-3 on Award of CONTRACT and return of Proposal Guaranty.

1-11 PUBLIC OPENING OF PROPOSALS

Unless otherwise specified, 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.

1-12 DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his Proposal:

- a. More than one Proposal for the same WORK from an individual, firm, partnership, or corporation under the same or different names.
- b. Evidence of collusion among Bidders,
- c. Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- d. Failure to submit a unit price for each item of WORK listed in the Proposal.

GENERAL REQUIREMENTS AND COVENANTS

SECTION 1. PROPOSAL REQUIREMENTS AND CONDITIONS

- e. Lack of competency as revealed by financial statement or experience questionnaire, if such are required by the Special Provisions.
- f. Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- g. Uncompleted work which, in the judgement of the OWNER, might hinder or prevent the prompt completion of additional work.

1-13 COMPETENCY OF BIDDERS

The Bidder, if a corporation, shall show the name of the State in which the corporation is chartered. Each Bidder shall furnish the OWNER, within two (2) weeks after request, with satisfactory evidence of his competency to perform the WORK contemplated. When requested, he shall submit to the OWNER a financial statement prepared by a Certified Public Accountant showing his financial condition at the end of his past fiscal year. The accountant who prepares the statement shall certify that he holds a valid and unrevoked certificate as a Certified Public Accountant, issued in accordance with the laws of the State in which he is licensed. The Bidder, if requested, shall also answer and submit questionnaires relating to his experience and available equipment for performing construction work similar to that for which he is offering a Proposal, and shall do so within the same two weeks from the time of request.

Before an Award is made, the Bidder may, at the option of the OWNER be required to furnish a statement showing the value of all uncompleted work for which he has entered into contracts.

GENERAL REQUIREMENTS AND COVENANTS

SECTION 2. AWARD AND EXECUTION OF CONTRACT

2-1 CONSIDERATION OF PROPOSALS

The proposals received will be compared on the basis of the summation of the products of the items of WORK listed and unit prices offered. In case of discrepancy between the gross sum shown in the proposal prices, the unit prices shall govern, and any errors found in said products shall be corrected. In awarding CONTRACTS, the OWNER 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 the previous article and from other investigations which the OWNER may elect to make.

2-2 AWARD OF CONTRACT

Except in cases where the OWNER exercises the right reserved to reject any or all Proposals, the CONTRACT will be Awarded, as soon as practicable after the opening of Proposals.

~~Unless otherwise specified, if a CONTRACT is not Awarded within forty five (45) days after the opening of Proposals, a Bidder may file a written request with the OWNER for the withdrawal of his Bid or Award date may be extended by mutual consent of the OWNER and Bidder. The OWNER will have a maximum of five (5) days after the receipt of such request to Award the CONTRACT or release the Bidder from further obligation by return of the Bidder's Proposal Guaranty.~~

2-3 RETURN OF PROPOSAL GUARANTY

The Proposal Guaranties of all except the two lowest Bidders will be returned promptly after the Proposals have been checked. Proposal Guaranties of the two lowest Bidders will be returned as soon as the CONTRACT and ~~CONTRACT BOND~~ of the successful Bidder has been properly executed and approved.

If CONTRACTS cannot be awarded promptly, the OWNER shall permit the two (2) lowest Bidders to substitute a bid bond or other securities as approved by the OWNER for the bank cashier's checks, or certified checks which they may have submitted with their Proposals as Proposal Guaranties, but such substitutions shall not be made until a period of three (3) days has elapsed after the date of opening Proposals.

~~2-4 REQUIREMENT OF CONTRACT BOND~~

~~The successful Bidder at the time of the execution of the CONTRACT, shall deposit with the OWNER a surety bond for the full amount of the CONTRACT. The form of the bond shall be that furnished by the OWNER, and the surety shall be acceptable to the OWNER.~~

~~2-5 EXECUTION OF THE CONTRACT~~

~~The CONTRACT shall be executed by the successful Bidder. The bond, when required shall be executed by the principal and sureties, and executed CONTRACT and CONTRACT BOND shall be presented to the OWNER within fifteen (15) days after the receipt of the NOTICE OF AWARD and the CONTRACT.~~

CITY OF OLNEY

KITCHELL STREET CURB AND GUTTER CONSTRUCTION

August 4, 2016

Special Provisions/Scope of Work

The City of Olney is requesting sealed proposals for the construction of vertical concrete curb on Kitchell Street between Chestnut Street and Elm Street in the City of Olney.

Contractor will be required to provide barricades as necessary for protection of the public; construct new concrete curb as shown on attached detail page; cure and protect new concrete for 6 days after construction. Cost of backfilling and shaping soil behind curb to be included in unit price for concrete curb.

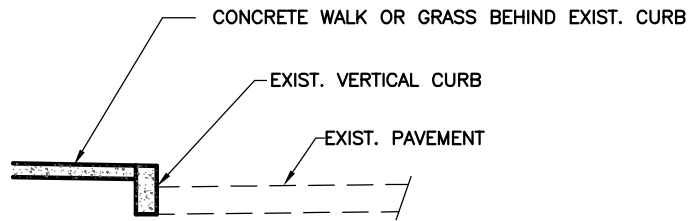
City of Olney public forces will seed behind new curb.

Concrete to be Class PV, crushed stone mix with air content of 5% to 8%. Maximum Joint Spacing to be 12 feet. Maximum Slump to be 2 inches.

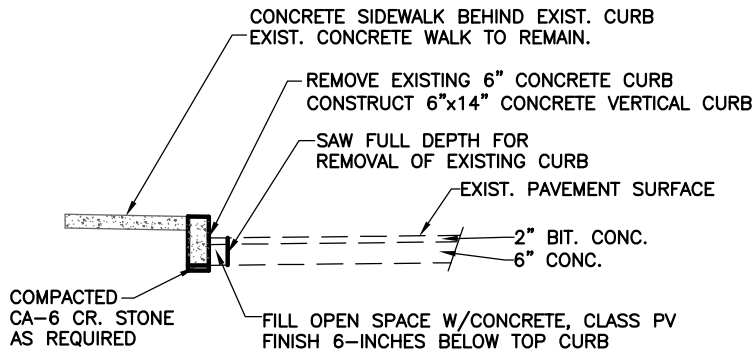
Curb to be vertical, 6"x14" deep concrete with 2-inch thick crushed stone base.

Traffic Control. Kitchell Street to be opened to traffic at all times. No construction material to be stored or stockpiled within street right of way.

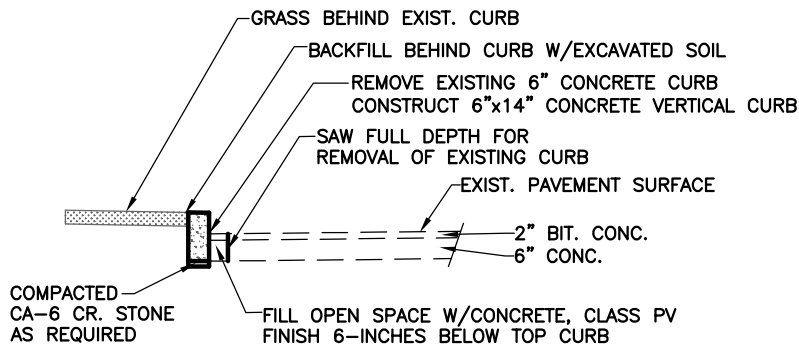
KITCHELL STREET CURB & GUTTER DETAIL N.T.S.



EXISTING SECTION



PROPOSED SECTION - SIDEWALK



PROPOSED SECTION - GRASS