



**Illinois Department
of Transportation**

**Local Public Agency
Formal Contract Proposal**

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

STATE OF ILLINOIS

COUNTY OF LAKE

City of Zion

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Various

SECTION NO. 18-00000-00-GM

TYPES OF FUNDS MFT

☐ SPECIFICATIONS (required)

☐ PLANS (required)

For Municipal Projects

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

Department of Transportation

☐ Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

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

RETURN WITH BID

NOTICE TO BIDDERS

County LAKE
 Local Public Agency City of Zion
 Section Number 18-00000-00-GM
 Route Various

Sealed proposals for the improvement described below will be received at the office of Zion City Hall,
2828 Sheridan Road Zion, IL 60099 until 10:00 on August 27, 2018
 Address Time Date

Sealed proposals will be opened and read publicly at the office of Zion City Hall
2828 Sheridan Road Zion, IL 60099 at 10:00 on August 27, 2018
 Address Time Date

DESCRIPTION OF WORK

Name 2018 HMA Patching Program Length: _____ feet (_____ miles)
 Location Various
 Proposed Improvement HMA Partial Depth patching removal and replacement with surface course in various locations
throughout the city.

1. Plans and proposal forms will be available in the office of Sheryl Spooner City of Zion Clerk's Office 2828 Sheridan
Road, Zion IL 60099 Phone Number: 847-746-4012, E-mail: sheryls@zion.il.us or City of Zion website
<http://www.cityofzion.com/>
 Address

2. ☐ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
- BLR 12200: Local Public Agency Formal Contract Proposal
 - BLR 12200a Schedule of Prices
 - BLR 12230: Proposal Bid Bond (if applicable)
 - BLR 12325: Apprenticeship or Training Program Certification (**do not use for federally funded projects**)
 - BLR 12326: Affidavit of Illinois Business Office

RETURN WITH BID

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County LAKE
 Local Public Agency City of Zion
 Section Number 18-00000-00-GM
 Route Various

1. Proposal of HMA Partial Depth patching removal and replacement with surface course in various locations
throughout the city.
for the improvement of the above section by the construction of _____

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Zion Engineering Department
 and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as
 "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special
 Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check
 Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within 15 working days or by _____
 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and
 Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this
 proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the
 specifications, made payable to:

City of Zion Treasurer of Clerks Office

The amount of the check is _____ (_____).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to
 the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check
 is placed in another proposal, it will be found in the proposal for: Section Number 18-00000-00-GM.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount
 of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this
 proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed
 that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the
 product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will
 be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this
 contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on
 BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid
 specified in the Schedule for Multiple Bids below.

Local Public Agency City of Zion

Section 18-00000-00-GM

Route Various

Combination Letter	Sections Included in Combinations	Total

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

Bidder's Proposal for making Entire Improvements

[illegible]

CONTRACTOR CERTIFICATIONS

County	LAKE
Local Public Agency	City of Zion
Section Number	18-00000-00-GM
Route	Various

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

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

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

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

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County LAKE
Local Public Agency City of Zion
Section Number 18-00000-00-GM
Route Various

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name _____

Signed By _____

President

Business Address _____

Insert Names of Officers



President

Secretary

Treasurer

Attest: _____

Secretary



RETURN WITH BID

Route	Various
County	Lake
Local Agency	City of Zion
Section	18-00000-00-GM

WE _____ as PRINCIPAL,
d _____ as SURETY,

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

By: _____
(Signature and Title)

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

My commission expires _____ (Notary Public)

Date _____



PROPOSAL SUBMITTED BY

Contractor's Name

Street

P.O. Box

0

City

State

Zip Code

STATE OF ILLINOIS

COUNTY LAKE

CITY OF ZION

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE Various

SECTION NO. 18-00000-00-GM

TYPES OF FUNDS MFT

☐ SPECIFICATIONS (required)

☐ PLANS (required)

☐ CONTRACT BOND (when required)

For Municipal Projects

Submitted/Approved/Passed

☒ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

County Lake
Local Public Agency City of Zion
Section Number 18-00000-00-GM
Route Various

1. THIS AGREEMENT, made and concluded the _____ day of _____, _____
Month and Year
between the City of Zion
acting by and through its 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, and according to the terms expressed in the Bond referring to these presents, 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 terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 18-00000-00-GM, in City of Zion,
approved by the Illinois Department of Transportation on _____, are essential documents of this
Date
contract and are a part hereof.

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

Attest: _____ The City of Zion

Clerk By _____
(Seal) _____
Party of the First Part
(If a Corporation)

Corporate Name _____
By _____
President Party of the Second Part
(If a Co-Partnership)

Attest: _____

Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



Route Various
County Lake
Local Agency City of Zion
Section 18-00000-00-GM

We , _____

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

as PRINCIPAL, and _____

_____ as SURETY,

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

_____ Dollars (\$0.00), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

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

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

PRINCIPAL

_____ (Company Name) By: _____ (Signature & Title) Attest: _____ (Signature & Title)	_____ (Company Name) By: _____ (Signature & Title) Attest: _____ (Signature & Title)
---	---

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

STATE OF ILLINOIS,

COUNTY OF _____

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

(Insert names of individuals signing on behalf or PRINCIPAL)

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

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ Notary Public (SEAL)

SURETY

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

STATE OF ILLINOIS.

(SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf or SURETY)

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

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ Notary Public (SEAL)

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

Attest:

_____ Clerk	_____ (Awarding Authority) _____ (Chairman/Mayor/President)
----------------	--



Return with Bid

Route Various
County LAKE
Local Agency City of Zion
Section 18-00000-00-GM

All contractors are required to complete the following certification:

- ☐ For this contract proposal or for all groups in this deliver and install proposal.
- ☐ For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: _____

By: _____
(Signature)

Address: _____

Title: _____

RETURN WITH BID



**Illinois Department
of Transportation**

Affidavit of Illinois Business Office

County LAKE
Local Public Agency City of Zion
Section Number 18-00000-00-GM
Route Various

State of _____)
County of _____) ss.

I, _____ of _____ , _____
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the _____ of _____
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, _____ , will maintain a
(bidder)
business office in the State of Illinois which will be located in _____ County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

(Signature)

(Print Name of Affiant)

This instrument was acknowledged before me on the _____ day of _____ , _____ .

(SEAL)

(Signature of Notary Public)

**INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS
Adopted January 1, 2013**

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12)
(Revised 1-1-13)

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SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2010 indicated on the Check Sheet included herein; all of which apply to and govern the construction of 2017 HMA Surface Removal and Replacement for the City of Zion, Illinois, Section No. 17-00000-00-GM.

These special provisions included herein apply to and govern the proposed improvement designated as MFT Section 17-00000-00-GM, 2017 HMA Surface Removal and Replacement and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

Location of Improvement

These improvements are located at various locations throughout the City of Zion, Lake County, Illinois.

Description of Improvement

The proposed work includes partial depth 2 inch removal of the existing asphalt and replacing with HMA surface course.

DEFINITION OF TERMS

In addition to the definitions included in Section 101 of the "Standard Specifications for Road and Bridge Construction", the following should be added:

Engineer - shall be the City of Zion.

City- shall be the City of Zion.

Owner- shall be the City of Zion.

Municipality- shall be the City of Zion.

INSURANCE REQUIREMENTS

The Contractor shall follow Section 107 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. The insurance shall also name the City of Zion as additional insured.

MAINTENANCE OF EXISTING UTILITIES

The Contractor shall be responsible for interference with or damage to any existing utilities, such as water mains, sewers, gas mains, cable, conduit, etc., and shall repair or replace same at his own expense and with the least possible delay. The Contractor shall give prior notification to the utility companies of his intention to begin work. He shall also call J.U.L.I.E. at 1-800-892-0123 and the City to mark the location of underground utilities.

REDUCTION IN SCOPE OF WORK

Due to budgetary constraints, the City may reduce or add quantities to the bid:

No compensation will be allowed to the contractor for decrease in quantities and anticipated profits.

HOT-MIX ASPHALT SURFACE REMOVAL

Description. This work shall consist of removal and satisfactory disposal of all existing pavement in accordance with Section 440 of the Standard Specifications, except the depth of milling shall be the specified depth from the existing pavement grade. The grindings shall be removed from site.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per square yard for partial depth specified which shall include the removal and disposal of the material, all necessary machinery and equipment to complete the specified work. **This also includes preparing the milled area for HMA surface course, including a clean surface and bituminous materials tack coat applied at a rate of 0.10 GAL/SQ-YD.**

The Contractor shall pave all areas within 48 hours of pavement removal. If the Contractor fails to complete this, a \$500.00 per calendar day fee will be assessed from the Contractor's next pay request.

TRAFFIC CONTROL AND PROTECTION

The Traffic Control and Protection shall meet the requirements of Article 701, Work Zone Traffic Control and Article 702, Work Zone Traffic Control Devices of the Standard Specifications for Road and Bridge Construction adopted January 1, 1997.

"701.01 Description" shall be replaced with the following:

701.01 Description

This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this improvement.

Traffic Control and Protection shall be provided as called for in the Plans, these Special Provisions, applicable Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. The Contractor shall arrange his operations to keep the closing of any lane of the roadway to a minimum.

Traffic Control Devices include signs and their supports, signals, pavement markings, barricades with sand bags, channelized devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone.

"701.04 General," section "(b)" paragraph 4 shall be replaced with the following:

The Contractor is required to conduct routine inspections of the work site at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the MUTCD, the Traffic Control Standards or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignments consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, materials used shall totally block out reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet with the approval of the Engineer.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him are operational, functional and effective 24-hours a day, including Sundays and holidays.

"701.04 General" shall be modified by adding the following section:

(G) PUBLIC SAFETY AND CONVENIENCE:

The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour a day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall dispatch men, materials, and equipment to correct any such deficiencies. The Contractor shall respond to any call from the City or its representative concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

Personal vehicles shall not park within the right-of-way except in specific areas designated by the Engineer. All roads shall remain open to traffic, the Contractor, may close one lane due to construction only between the hours of 7:00a.m. and 3:00 p.m. on two lane roads, and shall maintain at least one lane in each direction on four or more lane roads, during the construction of this project. The Contractor shall also maintain entrances and side roads along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused by the Contractor by complying with these requirements shall be considered as incidental to the contract and no additional compensation will be allowed.

On two lane roads, the Contractor is to plan his work so that there will be no open holes in the pavement and that all barricades will be removed from the pavement during non-work hours.

On four or more lane highways, there shall be no open holes in the pavement being used by the traveling public. Lane closures, if allowed, will be in accordance with the applicable standards, any staging details shown in the plans and other applicable contract documents.

The Contractor shall remove all equipment from the shoulders and medians after work hours. No road closures or restrictions shall be permitted except those covered by Standard Designs without written approval by the Engineer.

"701.04 General" shall be modified by adding the following section:

(H) DEFICIENCY CHARGE:

The primary concern of the City is to maintain a safe travel way for the public and a safe Environment for the worker in the construction zone. The Contractor is expected to comply with the Standard Specifications, contract plans, these Special Provisions, and directions from the Engineer concerning traffic control protection. The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour a day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall immediately respond correcting traffic control deficiencies by dispatching men, materials and equipment to correct such deficiencies.

If the Contractor fails to begin corrections to the traffic control deficiencies within two (2) hours of the initial attempt of notification by the City or its representative or fails to restore the traffic control and protection compliance with the specifications within eight (8) hours of the original attempt of notification, the Engineer may execute such work as deemed necessary to correct the deficiencies. The cost thereof shall be deducted from monies due or which may be due the Contractor.

Failure to comply with directions from the Engineer for corrections or modifications to the traffic control and protection will result in a charge of \$500.00 per calendar day. This charge is separate from the cost of any corrective work ordered. The contractor shall not be relieved of any contractual responsibilities by the City's action.

"701.07 Method of Measurement" is replaced in its entirety by the following:

701.07 METHOD OF MEASUREMENT

These items of work will not be measured but considered incidental to the project.

"701.08 Basis of Payment" is replaced in its entirety by the following:

701.08 BASIS OF PAYMENT

This work will not be paid for but considered incidental to the contract which shall include and work necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices indicated in the Plans and Specifications.

The salvage value of the materials removed shall be reflected in the bid price for this item. Delays to the Contractor caused by complying with these requirements will be considered incidental to the item for Traffic Control and Protection, and no additional compensation will be allowed.

If the Engineer, shall require additional traffic control to be installed in accordance with standards and/or designs other than those included in the Plans. The standards and/or designs will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required will be in accordance with Article 109.04 of the Standard Specifications. Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Revisions or modifications to the traffic control shown on the contract shall be submitted by the Contractor for approval by the Engineer. No additional payment will be made for a Contractor requested modification. In the event the sum total value of all work items for which traffic control and protection is required is increased or decreased by more than ten percent (10%), the contract bid price for Traffic Control and Protection will be adjusted as follows:

Adjusted contract price= $.25P + .75P [1 + (X-0.1)]$

Where "P" is the contract price for Traffic Control and Protection

Difference between original and final sum total value of all work items for which traffic

Where "X"= control and protection is required.

Original sum total value of all work for which traffic control and protection is required.

The value of the work items used in calculating the increase and decrease will include only items which have been added to or deducted from the contract under Article 1 04.02 of the Standard Specifications and only items which require use of Traffic Control and Protection.

In the event the Department cancels or alters any portion of the contract which results in elimination or noncompletion of any portion of the work, payment for partially completed work will be made in accordance with Article 104.02 of the Standard Specifications.

"702. 03 Channeling Devices" section "(b)", paragraph 1 shall be replaced with the following:

(b) Barricades

Type 1 and Type 1 A Barricades are intended for use on lower speed roads and shall not be used where the normal posted speed limit is 45 m.p.h. or greater. The normal posted speed limit for construction area is 40 m.p.h. Type 1 and Type 2 Barricades shall not be intermixed within an individual string of barricades. Type 3 Barricades shall be used for road and lane closures and shall not be used for channelization or delineation.

Any drop off greater than 75 mm (three inches), but less than 150 mm (six inches), within 2.5 m (eight feet) of the pavement edge shall be protected by Type 1 or 2 barricades equipped with mono-directional steady burn lights at 30 m (100 foot) center to center spacing. If the drop off within 2.5m (eight feet) of the pavement edge exceeds 150 mm (six inches), the barricades mentioned above shall be paced at 15 m (50 foot) center to center spacing. Barricades that must be placed in excavated areas shall have a leg extension installed such that the top of the barricade is in compliance with the height requirements of Standard 702001.

All Type 1 and Type 2 barricades shall be equipped with a steady burn light when used during hours of darkness unless otherwise stated herein.

Check barricades shall be placed in work areas perpendicular to traffic every 300 m (1,000 feet), one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Two additional check barricades shall be placed in advance of each patch excavation or any other hazard in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades shall be Type 1 or 2 and equipped with a flashing light.

"702.03 Channeling Devices" section "(c)" Vertical Panels, add the following:

All vertical panels shall be equipped with a steady burn light when used during the hours of darkness unless otherwise stated herein or in the Plans.

"702.05 Signs" section "(a)" add as paragraph 7:

Construction signs referring to daytime lane closures during working hours shall be removed, covered, or turned away from the view of the motorists during non-working hours.

Instructions to Bidders on Filling Out Forms

1. The Bid Proposal must be signed by an authorized agent. The corporate seal, if applicable, must be affixed. The unit price(s), amount(s), date of signature, and any other relevant information must be stated.