Illinois Department of Transportation

Local Public Agency Material Proposal or Deliver & Install Proposal

Proposal Submitted By:

Contractor's Name

Contractor's Address | City | State | Zip Code

STATE OF ILLINOIS

Local Public Agency	County	Section Number
Monticello Road District	Piatt	23-05000-02-NonMFT

Street Name/Road Name	Type of Funds
Various Township Roads	Local Non MFT

☐ Material proposal ☑ Deliver and Install Proposal ☐ Plans

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature | Date: 3/14/2023

Submitted/Approved

County Engineer/Superintendent of Highways | Date

For a Municipal Project

Submitted/Approved/Passed

Signature | Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature | Date

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

Local Public Agency	County	Section Number
Monticello Road District	Piatt	23-05000-02-NonMFT

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the Piatt County Engineer (Name of Office)

1115 North State Street Suite 150, Monticello IL 61856 (Address) until 11:00 AM (Time) on 04/03/22 (Date).

1. Plans and proposal forms will be available in the office of

the Piatt County Engineer and at https://highway.piattcounty.org/bidmain

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 Material/Deliver and Install Proposals.

4. A proposal guaranty in the proper amount, as specified in the BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals, will be required. See the attached Special Provisions for specific instructions for proposal guaranty for this proposal packet.

5. The successful bidder at the time of execution of the contract will be required to deposit a contract bond or proposal guaranty as provided for in the special provisions. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.

6. Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 23-05000-02-NonMFT ".

By Order of Awarding Authority	County Engineer/Superintendent of Highways/ Municipal Clerk	Date
Monticello Road District	Alan Sprinkle	03/14/23

Material Proposal or Deliver & Install Proposal

To Awarding Authority

Monticello Road District

Awarding Authority Address	City	State	Zip Code
PO Box 557	Monticello	IL	61856

If this bid is accepted within 45 days from the date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

1. It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted 01/01/2022 and the "Supplemental Specifications and Recurring Special Provisions", adopted 01/01/22, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provision and supplemental specifications attached hereto.

2. It is understood that quantities listed are approximate only and that they may be increased or decrease as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit prices stated and that bids will be compared on the basis of total price bid for each group.

3. Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or paces on the road designed by the awarding authority or its authorized representative.

4. The contractor and/or local public agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.

Local Public Agency	County	Section Number
Monticello Road District	Piatt	23-05000-02-NonMFT

5. 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. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

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. The proposal guaranty as specified in the special provisions is attached.

   If a bid bond is allowed or required, Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: _____ Treasurer of Piatt County .

   The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is place in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____).

Discounts will be allowed for payment as follows: _____ _____calendar days _____ _____calendar days

Discounts will not be considered in determining the low bidder

Bidder			
By	Title		
Address	City	State	Zip Code

Illinois Department of Transportation

Apprenticeship and Training Program Certification

Local Public Agency	County	Street Name/Road Name	Section Number
Monticello Road District	Piatt	Various Township Roads	23-05000-02-NonMFT

All contractors are required to complete the following certification

☒ For this contract proposal or for all bidding groups in this deliver and install proposal.

☐ For the following deliver and install bidding 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 bidder's 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:

1. Except as provided in paragraph 4 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.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors 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.

3. 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.

4. Except for any work identified above, if any bidder or subcontractor 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 workforces 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 afterward 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	Signature	Date

Title

Address	City	State	Zip Code

Illinois Department of Transportation

Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
Monticello Road District	Piatt	Various Township Roads	23-05000-02-NonMFT

I, _____ of _____ , _____ ,
Name of Affiant — City of Affiant — State of Affiant

being first duly sworn upon oath, state 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 the proposal described above, _____ , will maintain a business office in the
Bidder

State of Illinois, which will be located in _____ County, Illinois.
County

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 _____ Date _____

Print Name of Affiant _____

Notary Public

State of IL

County _____

Signed (or subscribed or attested) before me on _____ by
(date)

_____ , authorized agent(s) of
(name/s of person/s)

_____ .
Bidder

Signature of Notary Public _____

(SEAL)

My commission expires _____

Illinois Department of Transportation

Special Provisions

Local Public Agency	County	Section Number
Monticello Road District	Piatt	22-05000-02-NonMFT

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

TOTAL GROUP BIDS: Bidder is required to bid both Group 1 and Group 2. Low bidders will be determined by the lowest total of the extension of both Group 1 and Group 2.

BITUMINOUS AGGREGATE MIXTURE MIXING (SPECIAL): This work shall consist of furnishing a portable pug mill with operator and an adequate number of wheeled end loaders with operators to adequately produce and stockpile a bituminous aggregate mixture to the satisfaction of the Highway Commissioner. The portable pug mill must be capable of mixing a minimum of 300 tons of aggregate and 3000 gallons of CM-150 per hour. The pug mill must have two hoppers so that two different aggregate gradations may be blended for the mix. The aggregate and CM-150 will be supplied by Monticello Road District and located at the Monticello Road District's East yard. All pugging activities shall take place at the East Yard of Monticello Road District. Monticello Road District will provide one wheeled end loader and operator to assist the contractor with loading aggregate into the pug mill. All items necessary for this work shall be paid for at the contract unit price per gallon of CM-150 used.

BITUMINOUS AGGREGATE MIXTURE PLACING (SPECIAL): This work shall consist of placing and rolling the Bituminous Aggregate Mixture with a self propelled spreading and finishing machine (paver) equipped with electronic grade control and a 30’ ski. The material shall be placed no later than seven days after the Bituminous Aggregate Mixture was made. The paver shall be capable of spreading the material to a width of 20 feet in a single pass. The roller to be used for this project shall be a tandem, steel wheel roller, weighing 6 to 10 tons. Monticello Road District will load and haul the Bituminous Aggregate Mixture from the stockpile location to the contractors paver. After a portion of the Mixture has been placed and the roller has made one static pass, a blotter aggregate (CA 16) shall be spread over the surface of the Mixture. Monticello Road District shall supply and place the blotter aggregate (CA 16). Immediately after the blotter has been applied, the Contractor shall roll the placed mixture a second time in a manner as directed by the Engineer. The Contractor shall be responsible for rolling the placed mixture on the second and third day after the mixture has been placed in a manner acceptable to the Highway Commissioner. Monticello Road District will provide all necessary traffic control for this project. All items necessary for this work shall be paid for by an hourly rate with no additional compensation. It is estimated that the placement portion of this project will take twenty (20) hours to complete. The contractor should bid based on the estimated time of twenty (20) hours but will be paid for actual hours of paving.

PREVAILING WAGE RATES: This contract calls for the delivery and installation of a public work, with the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor (IDOL) website at: https://www2.illinois.gov/idol/Pages/default.aspx. The Illinois Department of Labor revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates.

Illinois Department of Transportation

Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
Monticello Road District	Piatt	23-05000-02-NonMFT

☐ **Check this box for lettings prior to 01/01/2022.**

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

Recurring Special Provisions

Check Sheet #			Reference Page No.
1	☐	Additional State Requirements for Federal-Aid Construction Contracts	1
2	☐	Subletting of Contracts (Federal-Aid Contracts)	4
3	☐	EEO	5
4	☐	Specific EEO Responsibilities Non Federal-Aid Contracts	15
5	☐	Required Provisions - State Contracts	20
6	☐	Asbestos Bearing Pad Removal	26
7	☐	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	27
8	☐	Temporary Stream Crossings and In-Stream Work Pads	28
9	☐	Construction Layout Stakes	29
10	☐	Use of Geotextile Fabric for Railroad Crossing	32
11	☐	Subsealing of Concrete Pavements	34
12	☐	Hot-Mix Asphalt Surface Correction	38
13	☐	Pavement and Shoulder Resurfacing	40
14	☐	Patching with Hot-Mix Asphalt Overlay Removal	41
15	☐	Polymer Concrete	43
16	☐	PVC Pipeliner	45
17	☐	Bicycle Racks	46
18	☐	Temporary Portable Bridge Traffic Signals	48
19	☐	Nighttime Inspection of Roadway Lighting	50
20	☐	English Substitution of Metric Bolts	51
21	☐	Calcium Chloride Accelerator for Portland Cement Concrete	52
22	☐	Quality Control of Concrete Mixtures at the Plant	53
23	☐	Quality Control/Quality Assurance of Concrete Mixtures	61
24	☐	Digital Terrain Modeling for Earthwork Calculations	77
25	☐	Preventive Maintenance - Bituminous Surface Treatment (A-1)	79
26	☐	Temporary Raised Pavement Markers	85
27	☐	Restoring Bridge Approach Pavements Using High-Density Foam	86
28	☐	Portland Cement Concrete Inlay or Overlay	89
29	☐	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	93
30	☐	Longitudinal Joint and Crack Patching	96
31	☐	Concrete Mix Design - Department Provided	98
32	☐	Station Numbers in Pavements or Overlays	99

Local Public Agency	County	Section Number
Monticello Road District	Piatt	23-05000-02-NonMFT

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

Local Roads And Streets Recurring Special Provisions

Check Sheet #			Page No.
LRS 1		**Reserved**	101
LRS 2	☐	Furnished Excavation	102
LRS 3	☐	Work Zone Traffic Control Surveillance	103
LRS 4	☐	Flaggers in Work Zones	104
LRS 5	☒	Contract Claims	105
LRS 6	☐	Bidding Requirements and Conditions for Contract Proposals	106
LRS 7	☒	Bidding Requirements and Conditions for Material Proposals	112
LRS 8		**Reserved**	118
LRS 9	☐	Bituminous Surface Treatments	119
LRS 10		**Reserved**	123
LRS 11	☒	Employment Practices	124
LRS 12	☐	Wages of Employees on Public Works	126
LRS 13	☒	Selection of Labor	128
LRS 14	☐	Paving Brick and Concrete Paver Pavements and Sidewalks	129
LRS 15	☒	Partial Payments	132
LRS 16	☐	Protests on Local Lettings	133
LRS 17	☒	Substance Abuse Prevention Program	134
LRS 18	☐	Multigrade Cold Mix Asphalt	135
LRS 19	☐	Reflective Crack Control Treatment	136

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

SPECIAL PROVISION
FOR
CONTRACT CLAIMS

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

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

"All claims shall be submitted to the Engineer."

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

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

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

CHECK SHEET #LRS7

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

SPECIAL PROVISION
FOR
BIDDING REQUIREMENTS AND CONDITIONS FOR MATERIAL PROPOSALS

Effective: January 1, 2002
Revised: January 1, 2013

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, in accordance with 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 the 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 prequalification procedures.

(b) Uncompleted work which, in the judgment of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.

(c) False information provided on a bidder's "Affidavit of Availability".

(d) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of proposal forms.

(e) Failure to comply with any prequalification regulations of the Department.

(f) Default under previous contracts.

(g) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.

(h) When the Contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.

(i) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.

(j) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

Interpretation of Quantities in the Bid Schedule. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

Examination of Material Proposal, Specifications, Special Provisions, and Site of Work. The bidder shall, before submitting a bid, carefully examine the provisions of the proposal. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the work and fully acquaint themselves with the detailed requirements of the work. 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 will 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. Any prospective bidder who desires an explanation or interpretation of the specification, or any of the 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 documents 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.

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 and shall be submitted in like manner.

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.

(i) If the proposal is not accompanied by the proper proposal guaranty.

(i) If the proposal is prepared with other than ink or typewriter, or otherwise fails to meet the requirements of the above "Preparation of Proposal" section.

Proposal Guaranty. Each proposal shall be accompanied by a bid bond on the Department form contained in the proposal, executed by a corporate surety company satisfactory to the Awarding Authority, by a bank cashier's check or a properly certified check for not less than five percent of the amount bid, or for the amount specified in the following schedule:

Amount Bid		Proposal Guaranty
Up to	$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.

If this proposal contains various groups and the bidder has the option of bidding on one or several groups, the bidder may provide a separate proposal guaranty for each group or combination of groups in lieu of a single proposal guaranty to cover the amount bid for the entire proposal. Each proposal guaranty shall identify the groups covered by the individual proposal guaranty. In the event that one proposal guaranty check is intended to cover two or more groups, the amount must be equal to the sum of the proposal guaranties which would be required for each individual group.

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. If a contract bond is not required, the proposal guaranty check will be held in lieu thereof. Bid bonds will not be returned.

The awarding authority may deny the use of a bid bond as a proposal guaranty but may not further restrict the proposal guaranty. The Notice of Material Letting will state whether a bid bond is allowed.

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 the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. In awarding the supply of materials, 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.

Acceptance of Proposal to Furnish Material. The award 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 or Supplier.

An acceptance of proposal to furnish materials 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 material proposal is not awarded within 45 days after the opening of proposals, bidders may file a written request with the Awarding Authority for the withdrawal of their bid, and the Awarding Authority will permit such withdrawal.

Requirement of Contract Bond. If the Awarding Authority requires a Contract Bond, the Contractor or Supplier shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in the full amount of the award as

the penal sum. The surety shall be acceptable to the Awarding Authority, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Awarding Authority.

The contract bond shall be returned within 15 days after the notice of award. Failure of the successful bidder to execute and file acceptable bonds within 15 days after the notice of award 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, or otherwise, as the Awarding Authority may decide.

If the bidder to whom the award is made is a corporation organized under the laws of a State other than Illinois, the bidder shall furnish the Awarding Authority a copy of the corporation's Certificate of Authority to do business in the State of Illinois with the return of the contract 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 the Acceptance of Proposal to Furnish Material. If the acceptance of proposal to furnish material is not executed by the Awarding Authority within 15 days following receipt from the bidder of the properly executed bonds, the bidder shall have the right to withdraw his/her bid without penalty."

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 #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.

Illinois Department of Transportation

Material Proposal Schedule of Prices

Local Public Agency	County	Section Number
Monticello Road District	Piatt	23-05000-02-NonMFT

Material Proposal Schedule of Prices

	Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
-	1	Bituminous Aggregate Mixture	Job Site	Gallon	13,000		
-		Mixing (Special)					
-							
-	2	Bituminous Aggregate Mixture	Job Site	Hour	20		
-		Placing (Special)					
-							
-							
-							
-							
-							

Add Row

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, 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. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Signature of Bidder	Date

Address	City	State	Zip Code