



Public Works Department
1201 Casey, Mt. Vernon
PH: 618/242-6853, FX: 618/242-6861



City of Mt. Vernon
1100 Main - PO Box 1708
Mt. Vernon, IL 62864
www.mtvernon.com

Matthew R. Fauss, P.E., Public Works Dir.
Stephen Talley, Asst. Director

CITY OF MT. VERNON

SPECIFICATIONS FOR STREET MAINTENANCE MATERIALS

Relet

25-00000-00-GM



Proposal Submitted By:

Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

County

Section Number

City of Mt. Vernon

Jefferson

25-00000-00-GM

Street Name/Road Name

Type of Funds

Street Maintenance Materials

MFT

Material proposal Deliver and Install Proposal Plans

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Matt Fauss
 2025.05.15 06:44:28 -05'00'

Official Title

Public Works Director

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.

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City of Mt. Vernon	Jefferson	25-00000-00-GM

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Clerks Department at City Hall,
 Name of Office
1100 Main Street, Mt. Vernon, Illinois until 10:00 AM on 06/05/25
 Address Time Date

1. Plans and proposal forms will be available in the office of
Clerks Department at City Hall, 1100 Main Street, Mt. Vernon, Illinois

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 25-00000-00-GM".

By Order of Awarding Authority	County Engineer/Superintendent of Highways/ Municipal Clerk	Date
City Council, City of Mt. Vernon	Becky Barbour, City Clerk	

Material Proposal or Deliver & Install Proposal

To
 Awarding Authority
City Council, City of Mt. Vernon

Awarding Authority Address	City	State	Zip Code
1100 Main Street	Mt. Vernon	IL	62864

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:

- It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted 01/01/22 and the "Supplemental Specifications and Recurring Special Provisions", adopted 01/01/25, 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.
- 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.
- 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.
- 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.

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- 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 _____.

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 placed 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



Local Public Agency Proposal Bid Bond

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

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

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

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

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

Principal

Company Name

Company Name

Signature & Date
 By:

Signature & Date
 By:

Title

Title

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

Surety

Name of Surety

Signature of Attorney-in-Fact Signature & Date
 By:

STATE OF IL
 COUNTY OF

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

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

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

Given under my hand and notarial seal this _____ day of _____ Month and Year .

(SEAL, if required by the LPA)

Notary Public Signature & Date

Date commission expires _____

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ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)

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

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature & Date

--

Title

--



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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.

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

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

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-22) (Revised 1-1-25)

SUPPLEMENTAL SPECIFICATIONS

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204	Borrow and Furnished Excavation	2
207	Porous Granular Embankment	3
211	Topsoil and Compost	4
406	Hot-Mix Asphalt Binder and Surface Course	5
407	Hot-Mix Asphalt Pavement (Full-Depth)	7
420	Portland Cement Concrete Pavement	8
502	Excavation for Structures	9
509	Metal Railings	10
540	Box Culverts	11
542	Pipe Culverts	31
550	Storm Sewers	40
586	Granular Backfill for Structures	47
630	Steel Plate Beam Guardrail	48
632	Guardrail and Cable Road Guard Removal	49
644	High Tension Cable Median Barrier	50
665	Woven Wire Fence	51
701	Work Zone Traffic Control and Protection	52
781	Raised Reflective Pavement Markers	54
782	Reflectors	55
801	Electrical Requirements	57
821	Roadway Luminaires	60
1003	Fine Aggregates	61
1004	Coarse Aggregates	62
1010	Finely Divided Minerals	63
1020	Portland Cement Concrete	64
1030	Hot-Mix Asphalt	67
1040	Drain Pipe, Tile, and Wall Drain	68
1061	Waterproofing Membrane System	69
1067	Luminaire	70
1097	Reflectors	77
1102	Hot-Mix Asphalt Equipment	78

RECURRING SPECIAL PROVISIONS

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

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2	Subletting of Contracts (Federal-Aid Contracts)	82
3	EEO	83
4	Specific EEO Responsibilities Nonfederal-Aid Contracts	93
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8	Temporary Stream Crossings and In-Stream Work Pads	106
9	Construction Layout Stakes	107
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11	Subsealing of Concrete Pavements	112
12	Hot-Mix Asphalt Surface Correction	116
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LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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Check Sheet for Recurring Special Provisions

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Check this box for lettings prior to 01/01/2025

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

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	79
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	82
3	<input type="checkbox"/> EEO	83
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	93
5	<input type="checkbox"/> Required Provisions - State Contracts	98
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	104
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	105
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	106
9	<input type="checkbox"/> Construction Layout Stakes	107
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	110
11	<input type="checkbox"/> Subsealing of Concrete Pavements	112
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	116
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	118
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	119
15	<input type="checkbox"/> Polymer Concrete	121
16	<input type="checkbox"/> Reserved	123
17	<input type="checkbox"/> Bicycle Racks	124
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	126
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	128
20	<input type="checkbox"/> English Substitution of Metric Bolts	129
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	130
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	131
23	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	139
24	<input type="checkbox"/> Reserved	155
25	<input type="checkbox"/> Reserved	156
26	<input type="checkbox"/> Temporary Raised Pavement Markers	157
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	158
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	161
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	165
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	168
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	170
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	171

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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

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LRS 2	<input type="checkbox"/> Furnished Excavation	174
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LRS 4	<input type="checkbox"/> Flaggers in Work Zones	176
LRS 5	<input checked="" type="checkbox"/> Contract Claims	177
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	178
LRS 7	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	184
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LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	191
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LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	201
LRS 15	<input checked="" type="checkbox"/> Partial Payments	204
LRS 16	<input type="checkbox"/> Protests on Local Lettings	205
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	206
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	207
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	208

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.

CHECK SHEET #LRS7

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:

CHECK SHEET #LRS7

	<u>Amount Bid</u>	<u>Proposal Guaranty</u>
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.

CHECK SHEET #LRS7

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

CHECK SHEET #LRS7

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.

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- (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
Revised: January 1, 2025

Add the following after the first paragraph of Article 109.07(a) of the Standard Specifications:

"Prior to completion of 50 percent of the contract, the State will not withhold retainage from any payment in excess of ten percent of any payment made prior to the date of completion of 50 percent of the contract. When the contract is at least 50 percent complete, the State will reduce the retainage so that no more than five percent is held.

Prior to the completion of 50 percent of the contract, the Contractor and their respective subcontractors shall not withhold from their subcontractors retainage in excess of ten percent of any payment made prior to the date of completion of 50 percent of the contract. When the contract is at least 50 percent complete, the Contractor and its subcontractors shall reduce the retainage so that no more than 5 percent is withheld from their respective subcontractors.

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."

SPECIAL PROVISIONS

PREVAILING WAGE RATES

No less than current prevailing wage rates shall be paid for all work being performed for this contract. Current prevailing wage rates can be found at <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>

PORTA-PATCHER OIL – HFE-300

Description: This item shall consist of furnishing material in accordance with the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2022 including all addenda or as required by the Public Works Director.

Material: All bituminous material shall conform to the requirements of section 1030, of the standard specifications. The bituminous material will be applied by means of a pressure distributor (by the city of Mt. Vernon) conforming to the requirements of 1102.05 of the standard specifications.

Delivery: The material shall be delivered to the public works facility at 1937 S. 10th Street (State Route 37) and pumped into tank provided by the City of Mt. Vernon.

Basis of Payment: The bituminous material shall be paid for at the contract unit price per gallon delivered.

PORTA-PATCHER ROCK, CA-16

Material: This material shall meet the requirements of the applicable portions of the following articles of the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2022 including all addenda: 1004.01, 1004.03, 1004.04 and 1004.06. Rock material shall be limestone.

Delivery: The material shall be delivered to the public works facility at 1937 S. 10th Street (State Route 37) and placed at or near the existing pile of porta-patcher rock.

Basis of Payment: The material shall be paid for at the contract unit price per ton delivered.



Local Public Agency	County	Section Number
City of Mt. Vernon	Jefferson	25-00000-00-GM

Material Proposal Schedule of Prices

Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
2	Total Patcher Oil (HFE-300)	Furn. at Yard	Gallons	10,000		
		Total Group 2				
3	Total Patcher Mat'l (CA-16) Rock shall be limestone	Furn. at Yard	Tons	325		
		Total Group 3				

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.

Bidder Signature & Date

Address	City	State	Zip Code