



Proposal Submittal

By: _____

Address: _____

CONTRACT DOCUMENTS
AND
SPECIFICATIONS FOR

2021-2022 MISCELLANEOUS REPAIRS CONTRACT

City Section: 20-00630-00-SR

URBANA, CHAMPAIGN COUNTY, ILLINOIS

SUBMISSION DATE & TIME:	DECEMBER 22, 2020 1:55 PM LOCAL TIME
BID OPENING DATE & TIME:	DECEMBER 22, 2020 2:00 PM LOCAL TIME
PRE-BID MEETING:	NONE
BID BOND:	REQUIRED
CONTACT PERSON:	BARB STIEHL ASSISTANT TO THE PUBLIC WORKS DIRECTOR (217) 819-3155

CITY OF URBANA
PUBLIC WORKS DEPARTMENT
706 SOUTH GLOVER AVENUE
URBANA, IL 61802

Approved by
City of Urbana
DEPARTMENT OF PUBLIC WORKS

DATE: _____

CITY ENGINEER



Invitation to Bid
SOLICITATION # 2021-09

<p>The following is sought: Sealed bids for miscellaneous sewer and pavement repairs for 2021-2022 (Section 20-00630-00-SR)</p>
<p>Requesting Department: Public Works Contact Person: Barb Stiehl, Assistant to the Public Works Director Address: 706 South Glover Avenue, Urbana, Illinois 61802 Telephone No.: (217) 819-3155 E-Mail Address: blstiehl@urbanaininois.us</p>
<p>Date of Request Posted on City's website: 12/4/2020</p>
<p>Date Published in News-Gazette: 12/6/2020</p>
<p>The original Proposal plus one copy MUST be submitted to the Requesting Department at or before the date and time specified below to receive full consideration:</p> <p>Proposal Submission Date: 12/22/2020 Time: 1:55 P.M. Central Time</p> <p>Allowable Means for Transmitting Proposals: Proposal submissions shall be by mail, hand-delivery, or courier service in accordance with Article 4.3.1 of Section 4. Proposal submissions by electronic mail (e-mail) in accordance with Article 4.3.2 of Section 4 shall not be allowed.</p> <p>Public Proposal Opening Date: 12/22/2020 Time: 2:00 P.M. Central Time</p> <p>Locations for above: City of Urbana Public Works Department 706 South Glover Avenue Urbana, Illinois 61802</p>
<p>All Proposals submitted in response to this Request shall be irrevocable for a period of 90 days after the Proposal submission due date and may not be withdrawn by the Vendor during this period. After such time has elapsed, the Vendor may withdraw the proposal if it has not been selected prior to the request to withdraw. Such withdrawal shall be requested in writing.</p>

PROPOSAL DOCUMENTS ARE AVAILABLE ONLINE AT THE CITY OF URBANA WEBSITE: www.urbanaininois.us/Solicitation_2021-09

The City reserves the right to waive technicalities or to accept or reject any proposal or combination of proposals based upon the City's determination of its best interest.

If you would like to receive e-mail notification when new procurements are posted by the City, please sign up for the mailing list here: <http://eepurl.com/di4k75>

1. DEFINITIONS:

“City” shall mean the City of Urbana, Illinois, a municipal corporation and home rule unit of local government.

“Contract” shall mean a written instrument that, once executed by the Successful Vendor and the City, becomes legally binding and enforceable on the City and the Successful Vendor. “Contract” shall also mean any and all exhibits, whether or not labeled as such, which are attached to or incorporated in the instrument by reference that may, but not necessarily, include, the Request, Proposal or a part or portions thereof.

“Project” shall mean the combination of goods and services, labor and materials, hardware and software, or other work that the City seeks to have performed and completed as described in this Request, including but not necessarily limited to, construction, demolition, rehabilitation, and/or installation of Equipment (separate from the purchase of such Equipment).

“Proposal” shall mean any response to this Request that is submitted to the City, including any information appended to or included in such response.

“Request” shall mean this document and all exhibits appended to and/or which are referenced in this document.

“Specifications” shall mean the terms, conditions, and requirements described in this Request.

“Respondent” shall mean any contractor, consultant, professional, or vendor who submits a Proposal in response to this Request.

“Successful Respondent” shall mean the contractor, consultant, professional, or vendor whose Proposal is selected by the City to proceed forward with negotiation for the purpose of arriving at mutually acceptable Contract terms between such person and the City.

“Time” shall mean calendar days, hours and minutes (Central Time) unless otherwise specified.

2. SPECIFICATIONS:

See Exhibit A – SUMMARY AND SPECIFICATIONS appended hereto and made a part hereof.

3. RESPONDENT QUESTIONS:

3.1. Responsibilities of Respondent: It shall be the responsibility of each Respondent to be fully familiar with the Specifications, General Instructions and other requirements contained in and included with this Request. No plea of error or ignorance by a Respondent of the Specifications, General Instructions and other requirements shall be accepted.

3.2. Questions: All questions pertaining to this Request must be received by the contact person identified on Page 1 of the Request at least five (5) business days prior to the deadline for submission of Proposals.

3.3. Discrepancies and Omissions: If a Respondent finds discrepancies or omissions in the Specifications or is in doubt as to the meaning of any requirement or term contained in this Request, the Respondent shall notify the City at least five (5) business days prior to the deadline for submission of the Respondent's Proposal. The City will send written instructions in the form of an addendum to all Respondents that have indicated their interest in submitting a Proposal to the City if the information is deemed necessary by the City for submitting Proposals. The City will not be responsible for any oral instructions. The failure of the Respondent to request clarification prior to submitting a Proposal waives the Respondent's right to claim any ambiguity or discrepancy in the documents or lack of understanding of any term or requirement.

3.4. Addenda: If the City deems it appropriate to issue one or more addenda to this Request, the City shall send such addenda to all Respondents that have indicated to the City an interest in submitting a Proposal in response to this Request by registering on the City's website entry for this Request or by notifying the contact person identified above in writing (by e-mail or letter). All such issued addenda shall be deemed a part of this Request. Respondents must acknowledge in their respective Proposals all addenda specifically sent by the City. Failure to acknowledge receipt of addenda may disqualify a Respondent's Proposal from consideration by the City.

3.5. Contacting City Staff and Officials: Respondents are prohibited from contacting City staff and any elected or appointed official of the City regarding this Request except as specifically set forth in this Request. Failure to comply with this provision may result in rejection of any or all Proposals.

3.6. Pre-Proposal Submission Conference: The City will convene a pre-Proposal submission conference at the location appearing on Page 1 of this Request.

4. GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION:

See EXHIBIT B – GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION appended hereto and made a part hereof.

5. PROPOSAL EVALUATION CRITERIA:

See EXHIBIT C – EVALUATION CRITERIA appended hereto and made a part hereof.

6. AWARD OF CONTRACT:

6.1. Proposal Guarantee: All Proposals must be guaranteed and may not be withdrawn until 90 days after the proposal submission due date.

6.2. Rejection of Proposals: If a Respondent is not selected as the Successful Respondent as contemplated in this Request, Respondents may withdraw their Proposals.

6.3. Price: While it is the City's custom and practice to award a Contract to the Successful Respondent based on lowest Proposal price, if all the Specifications contained in Exhibit A are met in full and without any substitutions, the City has no obligation to select as the Successful Respondent the Respondent that submits the lowest Proposal Price.

6.4. Proposal Bond/Security:

6.4.1. Acceptable Bond/Security: Each Proposal shall be accompanied by a bank draft, cashier's check, letter of credit, certified check or proposal bond issued by a licensed surety equal to five percent (5%) of the total value of the Proposal to serve as a Proposal bond. Any check submitted to secure the Proposal must be made payable to the "City of Urbana, Illinois" with the Request number included in the memo part of the check. All security tendered shall be held by City's Finance Department until a Successful Vendor has been selected and Contract documents have been signed or until it is determined that such security shall be returned to the respective Vendors.

6.4.2. Return of Bond/Security:

6.4.2.1. To all but the Successful Respondent, upon execution of a Contract between the Successful Respondent and the City.

6.4.2.2. To all Respondents upon the City's rejection of all Proposals or termination of the solicitation process without executing any Contract.

6.4.2.3. To each Respondent that withdraws his/her Proposal prior to the Proposal public opening date or Proposal submission date specified on Page 1 of this Request, whichever date is later

In all other instances, the City shall retain the aforesaid security tendered by the Respondents. Further, if the Successful Respondent fails to submit any additional documents in the form and within the date and time requested by the City following selection as the Successful Respondent, or fails to execute a Contract to which the Successful Respondent agreed, the City shall retain the Proposal bond/security, not as a penalty, but as liquidated damages. By submission of a Proposal, a Respondent acknowledges the impracticability of calculating the actual damages which would be suffered by the City for the Respondent's failure to comply with the Request and agrees that the sum posted is reasonable.

7. CUSTOMER/CLIENT SERVICE:

The City expects the Successful Respondent to deliver a high level of customer/client service regarding all aspects of the Successful Respondent's performance of his/her obligations and responsibilities as set forth in his/her Contract with the City.

8. GENERAL LEGAL MATTERS:

See EXHIBIT D – GENERAL LEGAL MATTERS and EXHIBIT E – REQUIRED FORMS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL.

EXHIBIT A

SECTION 2 – SUMMARY AND SPECIFICATIONS

2.1. Summary

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2020, , and the "Bureau of Design and Environment Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the **2021-2022 Miscellaneous Repairs Contract—City Section 20-00630-00-RS** in the City of Urbana, Champaign County, Illinois and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

2.2. Specifications

GENERAL CONDITIONS

CORRELATION OF CONTRACT DOCUMENTS

This project shall be governed by the general requirements and covenants of the "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", adopted January 1, 2016 by the Illinois Department of Transportation, hereinafter referred to as the STANDARD SPECIFICATIONS.

This document, which includes the general conditions and the special provisions, is herein referred to as the CONTRACT DOCUMENT. The CONTRACT DOCUMENT along with the RIGHT OF WAY (R.O.W.) STANDARDS form the PROJECT PLANS AND SPECIFICATIONS for this project. In the event of conflict between the STANDARD SPECIFICATIONS and the PROJECT PLANS AND SPECIFICATIONS, the PROJECT PLANS AND SPECIFICATIONS shall take precedence.

The R.O.W STANDARD DETAILS are an integral part of the CONTRACT DOCUMENTS and SPECIFICATIONS and are included herein by this reference. The R.O.W. STANDARDS are available online at the web address below:

http://www.urbanainllinois.us/ROW_Permits

The UCSD SANITARY SEWER STANDARDS are an integral part of the CONTRACT DOCUMENTS and SPECIFICATIONS and are included herein by this reference. The UCSD SANITARY SEWER STANDARDS are available at the City of Urbana Public Works Department.

The STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS are an integral part of the CONTRACT DOCUMENTS and SPECIFICATIONS and are included herein by this reference.

DESCRIPTION OF THE PROJECT

The CONTRACT consists of scheduled and anticipated work consisting of the rehabilitation of storm and sanitary sewers (point repairs) and concrete street and sidewalk pavement repairs. Repairs include but are not limited to pipe installation and repairs, manhole replacement and rehabilitation, service connection repairs, riprap installation, pavement and sidewalk removal and replacement, backfilling and other miscellaneous related work throughout the City of Urbana. All of the sewers, streets and sidewalks under this project belong to the City of Urbana. All work shall be performed as indicated by the ENGINEER and/or presented in the Special Provisions or Plans and performing all related incidental work.

This work shall include all labor, materials and equipment necessary for the proper execution and completion of said work, as shown on the plans and as herein specified. It shall also include all work not specifically included in the CONTRACT documents which is properly inferable and necessary for the completion of this work.

The City of Urbana shall perform control point staking and layout.

The CONTRACTOR shall be responsible for cleaning up all areas disturbed by the work operations.

AWARD OF CONTRACT

A NOTICE OF AWARD will be issued to the lowest qualified BIDDER whose BID meets the requirements presented in the CONTRACT DOCUMENTS.

The Notice of Award cannot be issued until the Contractors and Sub-Contractors equal opportunity compliance forms have been approved by Urbana's Human Relations Commission. Contractors and Sub-Contractors are encouraged to pre-qualify with the City prior to the bid opening to expedite issuance of the Notice of Award. Inquiries concerning this requirement may be directed to the Human Relations Division, 400 South Vine Street, Urbana, Illinois 61801 or by telephone at (217) 384-2466.

The Notice of Award cannot be issued until the Contractor and Sub-Contractors have satisfied the requirements of the Substance Abuse Prevention Program as set forth in Public Act 95-0635. Contractors and Sub-Contractors are encouraged to pre-qualify with the City prior to the bid opening to expedite issuance of the Notice of Award.

CONSTRUCTION SCHEDULE AND WORKING DAYS

The CONTRACTOR shall complete non-emergency sewer repairs within fifteen (15) working days after the CITY directs the CONTRACTOR to make the repair.

Emergency sewer repairs identified by the CITY shall be completed within twenty-four (24) hours after the City directs the CONTRACTOR to make the repair.

The 2021-2022 Miscellaneous Repairs Contract unit prices shall remain in effect for **two years** from the date when the NOTICE TO PROCEED is issued.

TRAFFIC CONTROL AND PROJECT SAFETY

Throughout the duration of the proposed project, the CONTRACTOR is required to maintain two-way traffic on all streets except the block where sewer repairs are actually being performed. At that block only, local traffic must be maintained during evenings and weekends unless the ENGINEER has given authority to leave the street closed. The CONTRACTOR shall maintain at all times a sufficient number of barricades, signs and flaggers as is necessary to meet the requirements of the details in the R.O.W. STANDARDS and the ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

At the end of every work day, the CONTRACTOR shall clean up his/her work area so a safe traveling surface is available for night time use by local traffic. The CONTRACTOR shall be required to provide access to every driveway along each construction area before leaving the job site at the end of the day, unless other provisions to the contrary have been approved by the ENGINEER.

The CONTRACTOR shall install fencing around any open excavations at the end of each day's operations.

When working on arterial streets where one lane of traffic is to be kept open, the CONTRACTOR shall use an appropriate arrow board, in accordance with the above referenced manual, to divert traffic from one lane to another.

The applicable traffic control standards are presented in the R.O.W. STANDARDS.

PAYMENTS TO CONTRACTOR

It is pointed out that this CONTRACT is a unit price project, and the CONTRACTOR and the ENGINEER will agree on the quantities of each type of work performed at each location before moving to the next site. There will be no extra payments due because of extra quantities calculated by the CONTRACTOR after quantities have been agreed upon. Payment to the CONTRACTOR will be made monthly upon receipt of invoices submitted to the ENGINEER by the CONTRACTOR.

Section 109 of the STANDARD SPECIFICATIONS for Road and Bridge Construction by the IDOT, latest edition, shall apply for measurement and payment on the project.

Payment will be made by check; no payments will be made with bonds.

EASEMENTS AND RIGHTS-OF-WAY

All work to be performed in accordance with these specifications shall be performed on easements or rights-of-way, which have been granted to the City of Urbana. Any required easements are on file at the office of the ENGINEER and may be examined there by the CONTRACTOR at his/her convenience.

PROTECTION OF WORKERS AND MANHOLE ENTRY REQUIREMENT

All Bidders are reminded that the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) has certain requirements pertaining to protection of workers when working with hazardous chemicals, when excavation is being performed, when working in confined spaces or other work to be performed under this CONTRACT.

Both Storm and Sanitary Manholes within the City of Urbana are considered Confined Spaces, which means that they are to be considered to contain an atmosphere with an oxygen deficiency, combustible gases and/or toxic substances.

All confined space entry shall comply with the requirements of Sub-Part 29 CFR 1910.146 of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). The CONTRACTOR shall be fully aware of these requirements and is notified that it is his or her responsibility to comply fully with them.

There will be no extra payments for performing any work needed to comply with these requirements.

PRE-CONSTRUCTION MEETING

As soon as possible after receipt of the NOTICE TO PROCEED, the ENGINEER will schedule a pre-construction meeting for the project. The CONTRACTOR shall have his General Superintendent and Supervisor present at the pre-construction meeting to discuss all details of the project.

GUARANTEE PERIOD

The CONTRACTOR shall warrant all work performed for a period of one (1) year from the date of completion of each sewer repair as indicated by the date in the ENGINEER'S Daily Log for the project.

RESPONSIBILITY FOR DAMAGE CLAIMS

The CONTRACTOR shall indemnify and save harmless the OWNER, the ENGINEER, their officers, employees and agents, from all suits, actions or claims of any character including costs and attorney's fees, brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of said CONTRACTOR; or on account of, or in consequence of, any neglect in safeguarding the work; or through the use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts recovered for any infringement of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act", or any other law, ordinance, order or decree; and so much of the money due to said CONTRACTOR under and by virtue of the CONTRACT as shall be considered necessary by the OWNER for such purpose may be retained for the use of the OWNER; or in case no money is due, the CONTRACTOR'S surety shall be held until such suits, actions or claims have been settled and suitable evidence to that effect furnished to the OWNER.

Any CONTRACTOR'S duty to indemnify the OWNER provided for in this CONTRACT or in the STANDARD SPECIFICATIONS shall be to the greatest extent allowed by law.

INSURANCE

A. Limitation of Liability

The CONTRACTOR affirmatively represents that he/she is skilled and experienced in the use and interpretation of Drawings and Specifications such as those included in the CONTRACT DOCUMENTS. Further, he/she also affirmatively represents that he/she has carefully reviewed the Drawings and Specifications of this CONTRACT and that he/she has based his/her BID solely on these Documents, not relying in any way on any explanation or interpretation, oral or written, from any other source.

Unless a CONTRACTOR shall give written notice to the ENGINEER of any ambiguities contained in the Drawings and Specifications prior to the submission of its Bid, the CONTRACTOR agrees that it shall be conclusively presumed that the CONTRACTOR has exercised his/her aforementioned skill and experience and found the Drawings and Specifications sufficient and free from ambiguities, errors, or omissions for the purpose of determining its contract Bid Price for the performance of the Work in conformity with the Drawings and Specifications.

If the CONTRACTOR is required to do extra work not shown in the CONTRACT DOCUMENTS or which the CONTRACTOR could reasonably not have been expected to discover by exercising his/her aforementioned skill and experience, an equitable adjustment in the CONTRACT BID price will be made as provided in the "STANDARD SPECIFICATIONS".

B. Insurance Specifications

1. Insurance Required of the CONTRACTOR

Prior to commencement of the work, each CONTRACTOR shall purchase and maintain during the term of the Project such insurance as will protect him/her, the OWNER(s) and the ENGINEER(s) from claims arising out of the work described in this contract and performed by the CONTRACTOR, SUBCONTRACTOR(S) or SUB-SUBCONTRACTOR(S) consisting of:

- a. Worker's Compensation Insurance including Employer's liability to cover employee injuries or disease compensable under the Worker's Compensation Statutes of the states in which work is conducted under this CONTRACT; disability benefit laws, if any; or Federal compensation acts such as U.S. Longshoremen or Harbor Workers Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this Project is performed are acceptable.
- b. A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures.
 - (1) All premises and operations
 - (2) Explosion, collapse and underground damage

- (3) CONTRACTOR'S Protective coverage for independent CONTRACTORS or SUBCONTRACTORS employed by him/her
 - (4) Contractual Liability for the obligation assumed in the Contract including the Indemnification or Hold Harmless agreement found in the General Conditions section of this contract
 - (5) The usual Personal Liability endorsement with no exclusions pertaining to employment
 - (6) Products and Completed Operations coverage. This coverage shall extend through the contract guarantee period.
- c. A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the Ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles. In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.
- d. The CONTRACTOR will purchase for the OWNER an OWNER's Protective Liability policy or name the OWNER as an additional insured on the CONTRACTOR'S policies to protect the OWNER, the ENGINEER, their consultants, agents, employees and such public corporations in whose jurisdiction the work is located for their contingent liability for work performed by the CONTRACTOR or the SUBCONTRACTOR(S) under this CONTRACT.
- e. The OWNER or its representative may, for certain projects, require limits higher than those stated under "Limits of Liability" below. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the CONTRACTOR'S general liability and to his/her automobile liability insurance.

2. Limits of Liability

The required limits of liability of insurance coverages required under "Insurance Required of the CONTRACTOR" above shall be not less than the following:

a. Worker's Compensation

Coverage A – Compensation	Statutory
Coverage B – Employer's Liability	\$100,000.00

b. Comprehensive General Liability

Bodily Injury – Each Occurrence	\$1,000,000.00
Bodily Injury – Aggregate (Completed Operations)	\$1,000,000.00
Property Damage – Each Occurrence	\$500,000.00
Property Damage – Aggregate or	\$500,000.00

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|---|--------------------|
| Combined Single Limit | \$1,000,000.00 |
| c. Comprehensive Automobile Liability | |
| Bodily Injury – Each Person | \$500,000.00 |
| Bodily Injury – Each Occurrence | \$500,000.00 |
| Property Damage – Aggregate or | \$500,000.00 |
| Combined Single Limit | \$1,000,000.00 |
| d. OWNER’S Protective | |
| Bodily Injury – Each Occurrence | \$1,000,000.00 |
| Property Damage – Each Occurrence | \$500,000.00 |
| Property Damage – Aggregate or | \$1,000,000.00 |
| Combined Single Limit | \$1,500,000.00 |
| e. Umbrella or Excess Liability | \$2,000,000.00 |
| f. Railroad Protective Liability (where applicable) | Set by Railroad(s) |
3. Insurance - Other Requirements

a. NOTICE OF CANCELLATION OR INTENT NOT TO RENEW

Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the OWNER and to the ENGINEER of cancellation or of intent not to renew.

b. Evidence of coverage

Prior to commencement of the work, the CONTRACTOR shall furnish to the OWNER, Certificates of Insurance in force. The OWNER reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be “Originally Signed Copies,” and so designated. The acceptance and filing by the ENGINEER and/or the OWNER of a Certificate or Certificates of Insurance disclosing coverage which does not meet the requirements of these specifications shall not constitute a waiver of those requirements by the OWNER nor operate to release the CONTRACTOR from his/her obligation to provide the required insurance coverage.

C. Qualification of Insurers

All insurance carried by the CONTRACTOR to meet these requirements shall be provided by insurance companies legally authorized to provide the respective coverages in the State of Illinois, and which are registered with the Illinois Department of Insurance for providing said coverages.

D. Subrogation Clause

The following subrogation clause shall appear in all policies of insurance, "Subrogation Clause - it is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein."

MANHOLE ENTRY REQUIREMENTS

Both Storm and Sanitary Manholes within the City of Urbana are considered Confined Spaces, which means that they are to be considered to contain an atmosphere with an oxygen deficiency, combustible gases and/or toxic substances.

All confined space entry shall comply with the requirements of Sub-Part 29 CFR 1910.146 of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). The CONTRACTOR shall be fully aware of these requirements and is notified that it is his or her responsibility to comply fully with them.

There will be no extra payments for performing any work needed to comply with these requirements.

STRUCTURES AND UTILITIES ENCOUNTERED

The CONTRACTOR shall maintain in operating condition all utilities encountered in this work. The CONTRACTOR shall be entirely responsible for all injuries to water pipes; fiber optic cables; electric conduits; existing drains or sewers; gas pipes; and poles carrying electrical current, telephone or cable television during the prosecution of the work and shall be liable for damages to public or private property resulting there from, which amount may be deducted from any monies due him/her for work done. Any damage to existing utilities as a result of the construction shall be repaired to the satisfaction of the OWNER of the utility at the CONTRACTOR's expense. Existing utilities may be relocated with the approval of the OWNER of the utility. This relocation shall be at the CONTRACTOR's expense, done according to the requirements of the utility OWNER and shall be sufficient to clear the proposed improvements.

Before beginning work, the CONTRACTOR shall contact each company, municipality, or agency maintaining utilities in the City of Urbana and request their assistance in field locating their utilities in that area. The CONTRACTOR, however, shall be solely responsible for the location of utilities.

For field locations of all utilities, call "JULIE" at 811.

Please note: For locating underground City owned irrigation system piping please contact the City of Urbana Arbor Division (217-384-2342) directly as they are not covered by the JULIE system.

CORRESPONDENCE AND COMMUNICATION

The CONTRACTOR shall direct all project related questions and concerns in writing to the ENGINEER or their designee for the project.

AUTHORIZED VARIATIONS IN WORK

The ENGINEER may authorize variations in the work from the requirements of the CONTRACT Documents. Since this contract involves anticipated work there may be significant changes in contract quantities. These changes shall be accomplished by a Field Order and will be binding on the OWNER, and also on the CONTRACTOR who shall promptly perform the Work involved. If the CONTRACTOR believes the Field Order justifies an increase in the CONTRACT Price and the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefore as provided in Section 109 of the STANDARD SPECIFICATIONS.

SPECIAL REQUIREMENTS – YARD RESTORATION

Construction work in back or side lot areas may only be performed with rubber tired backhoes, pickup trucks or similar equipment that has been approved by the ENGINEER for this work. Equipment shall enter the backyard areas as directed by the ENGINEER making use of existing and/or temporary easements acquired by the City. No entry or work in backyard areas shall be started without prior specific approval of the ENGINEER. Temporary and permanent easement will be marked in the field by the ENGINEER.

The CONTRACTOR is fully responsible for minimizing ruts, grooves, grass, garden damage and other deterioration to yards in non-designated areas adjacent to the designated work areas. The CONTRACTOR shall take care not to disturb areas outside of the excavation limits of the designated work area as established by the ENGINEER. Any yard damage in non-designated areas shall be restored to the ENGINEER'S and property owner's satisfaction at the CONTRACTOR'S own expense. The CONTRACTOR shall not receive payment in full for the designated work until all non-designated areas have been restored to the satisfaction of the ENGINEER and property OWNER.

The CONTRACTOR shall restore all designated yard excavation areas to the existing elevation of the ground by placing at least 12 inches of topsoil on the top of all designated yard excavation areas.

PREVAILING WAGE RATE

The most up-to-date prevailing wages for Champaign County are included in Appendix C of this document. All CONTRACTORS and sub-CONTRACTORS are reminded that all workers employed on this project must be paid in accordance with these wages as updated periodically by the Illinois Department of Labor. Certified payroll submittals from the Contractor shall be required in conjunction with all pay requests. Those with questions are advised to contact the Illinois Department of Labor, Division of Conciliation and Mediation at (217) 782-6206 or contact the Department of Labor at the web site <http://www.state.il.us/agency/idol>.

PROJECT RECORDS

Complete daily written records shall be kept in a construction diary of materials, labor, and equipment utilized to complete a sewer repair.

SPECIAL PROVISIONS – SEWER REPAIRS

INTRODUCTION AND PROJECT DESCRIPTION

These specifications include the requirements for all design, materials, transportation, equipment and labor necessary to rehabilitate or replace deteriorated sections of sewers, manholes, concrete streets and sidewalks, as indicated in the CONTRACT documents.

The CONTRACT consists of scheduled and anticipated work consisting of the rehabilitation of storm and sanitary sewers (point repairs) and concrete street and sidewalk pavement repairs. Repairs include but are not limited to pipe installation and repairs, manhole replacement and rehabilitation, service connection repairs, riprap installation, pavement and sidewalk removal and replacement, backfilling and other miscellaneous related work throughout the City of Urbana. All of the sewers, streets and sidewalks under this project belong to the City of Urbana.

This project may include a number of individual work items to be constructed at various locations in Urbana. Each item shall be properly constructed and backfilled before that particular crew starts on the next repair. The CONTRACTOR and ENGINEER shall agree on the pay quantity for each pay item prior to moving to the next repair. Because of other work being performed in the vicinity, the ENGINEER may require the CONTRACTOR to perform certain work items in advance of others. No additional compensation is allowed for changes in the schedule that are requested by the ENGINEER.

The normal operating hours of the City of Urbana Public Works Department are from 7:30 a.m. until 4:30 p.m. Monday through Friday. The CONTRACTOR shall build his operations around this schedule. If there are special conditions that require work to be performed during periods outside of the time frame mentioned, the CONTRACTOR shall bring that to the ENGINEER'S attention prior to bidding.

The CONTRACTOR shall give the ENGINEER a minimum of forty-eight (48) hours advance notice when work will be started or re-started on any phase of the project.

Hours and quantities indicated in this document are estimates and the CONTRACTOR is informed that there may be deviations from these when the project is completed. The deviations shall not be a reason for the CONTRACTOR to default on the work indicated herein and/or the amounts indicated in the Proposal for each pay item.

SEWER PLUGS AND BY-PASS PUMPING

Throughout the course of the project repair operations, the CONTRACTOR shall at all times maintain the depth of flow in the sewers to a maximum that will not disrupt the performance of said repair operations. If temporary plugs in a sanitary sewer can help, the CONTRACTOR will be allowed to use them, provided they are not in place long enough to cause back-ups into basements in the vicinity or cause other disruptions.

If the CONTRACTOR wishes to do so, he/she may by-pass the construction site by inserting a pump suction line in the upstream manhole and pumping the sewage through a discharge line that terminates in a downstream sanitary manhole. In no cases will sewage be allowed

to flow to storm sewer manholes or other areas where it will not flow to the Urbana-Champaign Sanitary District facilities for treatment.

Sewer plugs and by-pass pumping must be approved by the ENGINEER prior to start of a sewer repair.

Any back-ups into any private or public facilities that cause damage will be the responsibility of the CONTRACTOR and all damage will be repaired to the satisfaction of the appropriate OWNER at the CONTRACTOR'S expense.

EARTH EXCAVATION AND TRENCH WIDTH

The CONTRACTOR shall dispose of all surplus excavation, including concrete and asphalt pavement removal, outside of the project limits at a location approved by the ENGINEER.

The maximum trench width shall be determined by ENGINEER. All pavements shall be saw cut before excavation is allowed in locations that have permanent concrete or bituminous concrete pavements.

TRENCH SIDEWALL PROTECTION

Whenever trench conditions warrant, the CONTRACTOR shall utilize benching, sheeting and bracing or a trench box according to OSHA requirements.

ROOT EXCAVATION

When the CONTRACTOR encounters excavation for repair items adjacent to existing trees, the contractor must protect said tree in accordance with City of Urbana Right of Way Standards. Right of Way Standards may be found at the following web address: http://www.urbanaininois.us/ROW_Permits

If approved by the ENGINEER, roots may be removed. Roots to be removed shall be cut with a handheld saw with a root blade perpendicular to the center of the root. If possible, the roots may be tunneled under to avoid cutting them. If excavation is authorized within 8 feet of an existing tree, it shall be performed by hand-excavation or through use of a trencher. In only very special cases will excavation be allowed within 5 feet of any existing tree.

TOPSOIL PLACEMENT

At all locations where existing lawns or grass areas have been disturbed by an excavation that was required as a part of this of this project, a minimum of twelve (12) inches of topsoil shall be placed over the stabilized backfill prior to closing out the work at that location. The top 3 inches of the topsoil shall be placed and graded in loose form.

The topsoil shall be black dirt, free of clay, clods, rocks and other foreign materials and shall be approved by the ENGINEER prior to placement.

UTILITY CONFLICTS

At some locations on the project, other non City of Urbana utilities (water, gas, power pole supports, etc.) may be in conflict with a repair authorized under this CONTRACT. At these

locations, the CONTRACTOR shall only be responsible for making the repair directed to by the ENGINEER. The ENGINEER will contact the representatives of the appropriate utility company and inform them that they must relocate the utility while the CONTRACTOR has an open excavation. This may require having the trench open and the street closed for duration longer than normal. If such circumstances arise, the CONTRACTOR shall keep the trench open and the street closed, as well as perform the other associated work until the utility company completes the relocation of the utility.

Upon completion of the utility relocation, the CONTRACTOR shall place trench backfill and place pavement.

When utility poles or supports are within six (6) feet of excavation work to be performed, it shall be the responsibility of the CONTRACTOR to have a representative of the appropriate utility company on site to support the pole during the CONTRACTOR'S excavation operations.

STOCKPILE AREAS

Short-term stockpile of backfill and crushed stone material will be allowed only on pavements on the block that construction operations are being performed. Temporary stockpiles of material shall not interfere with local and through traffic and shall be removed from the street pavement prior to starting construction on another repair.

The ENGINEER will work with the CONTRACTOR to establish a central material lay down location. Once the material lay down area is established, the CONTRACTOR shall be responsible for maintaining this area in a neat orderly fashion. Stockpiles shall not exceed 13 cubic yards in size. CONTRACTOR shall provide erosion control around stockpile areas in accordance with the City of Urbana's Erosion and Sediment Control Manual of Practice.

Stockpiles of materials shall not be allowed on private property, outside street rights-of-way; shall not be allowed to block private driveways or sidewalks; and shall not be permitted in any grass area between the street and sidewalk except as approved by the ENGINEER. Any grass area that is damaged by stockpiled material shall be repaired by either seeding or sodding as determined by the ENGINEER.

FINAL CLEANUP

All dirt, mud, trench backfill, materials, temporary surface or other debris shall be removed by the CONTRACTOR from pavement surfaces, ground surfaces, sewers, manholes, and catch basins as directed by the ENGINEER. Sewers downstream of the project that have accumulated deposits or debris as a result of construction shall be jet cleaned and vacuumed to remove the material at the CONTRACTOR'S own expense.

The CONTRACTOR will also be responsible to repair and clean up all areas contiguous to the work site that were damaged or littered by his workmen, equipment or vehicles.

CONTRACTOR shall be responsible for proper clean-up and disposal of any concrete truck washout area associated with the Project.

SPECIAL PROVISIONS – CONCRETE STREET AND SIDEWALK REPAIRS

STRUCTURES AND UTILITIES ENCOUNTERED

Various underground and surface structures may or may not be shown in the plans. The locations and dimensions of such structures where shown do not purport to be absolutely correct. The structures are plotted in the plans for the information of the Contractor, but information so given is not to be construed as a representation that such structures will be found or encountered exactly as plotted. Other structures may also be encountered which are not shown in the plans.

The Contractor shall maintain in operating condition all utilities encountered in this work. The Contractor shall be entirely responsible for all injuries to water pipes, electric conduits; street lighting cables; existing drains or sewers; gas pipes; and poles carrying current, telephone or telegraph lines during the prosecution of the work and shall be liable for damages to public or private property resulting there from, which amount may be deducted from any monies due him/her for work done. Any damage to existing utilities as a result of the construction shall be repaired to the satisfaction of the owner of the utility at the Contractor's expense, whether or not said utilities are shown in the details. Existing utilities may be relocated with the approval of the owner of the utility. This relocation shall be at the Contractor's expense, done according to the requirements of the utility owner and shall be sufficient to clear the proposed improvements.

City (UC2B) fiber optics cable maybe located within the construction limits. The Contractor is hereby notified that the tolerance zone for this cable locate is 18 inches either side of field locates. The Contractor will use hand-digging methods when excavation is required in the tolerance zone. If the Contractor cuts the fiber optics cable, (s) he shall immediately notify the Engineer and the Public Works Department at 384-2342. The Contractor shall be responsible for all costs incurred by the City's repair crews in repairing cuts, which includes travel time, labor, equipment, and materials. The Contractor will be billed separately by the Public Works Department.

Before beginning work, the Contractor shall contact each company, municipality, or agency maintaining utilities in the City of Urbana and request their assistance in field locating their utilities in that area. The Contractor, however, shall be solely responsible for the location of utilities.

The following is a listing of those companies, municipalities, or agencies known to have utilities in the City of Urbana:

1. Illinois American Water (water)
201 Devonshire Drive
Champaign, Illinois 61820
217-352-7001

2. Ameren Illinois (electric and gas)
1112 West Anthony Drive
Urbana, Illinois 61802
217-328-8282

3. AT&T Illinois (communications)
201 S. Neil Street
Champaign, Illinois 61820
217-398-7979
4. Paetel (communications)
102 E. Shafer St.
Forsyth, Illinois 62535
217-876-7194
5. iTV3 (communications)
217-366-8222
6. Comcast Communications (communications)
303 Fairlawn Drive
Urbana, Illinois 61801
384-2510
7. Urbana-Champaign Sanitary District (sanitary sewer interceptors)
1100 East University Avenue
P.O. Box 669
Urbana, Illinois 61803
367-3409
8. City of Urbana Public Works Department (storm and sanitary sewers, street lights, traffic signals)
706 South Glover
Urbana, Illinois 61802 384-2342

For field locations of all utilities call "JULIE" at 800-892-0123 or 811.

COOPERATION BETWEEN CONTRACTORS AND UTILITIES

Various departments of the City of Urbana, other contractors, and utilities may be performing work in and around the work area. The Contractor shall coordinate his/her work with the work of others. The utility companies will remove, relocate, construct or adjust utilities as noted on the Plans and in these Special Provisions. Cooperation with adjacent landowners will be required.

Coordination of the Contractor's activities with other activities in the area shall be considered incidental to the Contract and no additional compensation shall be allowed for any inconveniences or delays that might be caused.

EXISTING PROPERTY CORNER AND CONTROL POINT MONUMENTS

Property corner monuments and survey control points shall be protected by the Contractor. Any property corner or survey monuments or construction control survey monuments which are disturbed by the Contractor shall be restored by the Contractor utilizing a registered land surveyor.

The expense for protection, preservation, or restoration of the property corner or survey monuments, shall be considered incidental to the Contract and no additional compensation will be allowed.

EASEMENTS AND RIGHTS-OF-WAY

All work to be performed in accordance with these specifications shall be performed on easements or rights-of-way that have been granted to the City of Urbana. Easements, if any, are on file at the office of the Engineer and may be examined there by the Contractor at his/her convenience.

SEQUENCE OF CONSTRUCTION

Prior to beginning construction operations, the Contractor shall submit to the Engineer for approval, a sequence of construction operations for the project. See site specific commentary under Traffic Control and Protection, Special for the recommended sequence of construction and other traffic control concerns. The Contractor should plan the construction stage so that all work necessary to open the pavement to local traffic is completed before beginning the next stage. Deviations from the approved sequence will be permitted upon written permission of the Engineer after preconstruction conference submittal and review by City staff.

CONSTRUCTION AND MAINTENANCE NOISE

All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

Construction within 600 feet of any **residence, hospital or place of worship** shall be confined to the period between the hours of 7 A.M. and 8 P.M. Monday through Saturday, and 12 Noon and 8 P.M. Sunday. This time regulation shall not apply to sawing contraction joints, maintenance or operation of safety and traffic control devices such as barricades, signs and lighting, or to construction of an emergency nature.

Any arrow boards used for traffic control that is to remain in place overnight shall be of a non-motorized type in order to eliminate noise and comply with the City's Ordinance.

Exception: Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standards shall conform to those above standards. Such equipment shall be operated as designated above.

BROOMING ROADWAYS

All traffic lanes which are closed to through traffic during construction shall be broomed or swept free of all loose gravel or construction debris before the traffic lane is reopened to traffic. The Engineer shall approve all roadway surface conditions before they are opened to traffic.

The cost of complying with this Special Provision will not be paid for separately but shall be considered incidental to the various traffic control items and no additional compensation will be allowed.

COMMITMENTS

There are no commitments that pertain to the construction of this improvement.

CONSTRUCTION ON PRIVATE PROPERTY

Whenever excavation is made within a temporary or permanent construction easement, including tree planting easements, on private property for driveways, sidewalks, steps, retaining walls, utility connections, tree plantings or other construction, the topsoil disturbed by the excavation operations shall be restored as nearly as possible to its original position and the whole area involved in the construction operation shall be left in a neat and presentable condition.

The Contractor shall use reasonable care to avoid disturbing portions of private property not necessary to the construction operations. If, in the judgment of the Engineer, areas are disturbed unnecessarily, the Contractor shall restore these areas at his own expense. The Contractor shall not pile excavated material outside the limits of the R.O.W. upon adjacent private property without the written consent of the property owner and the Engineer.

The cost of compliance with this Special Provision will not be paid for separately but shall be considered incidental to the various pay items of the proposed construction involved and no additional compensation will be allowed.

CURB AND GUTTER TRANSITIONS AND THICKNESS

Whenever it is necessary to make a smooth connection between the proposed gutter or curb and gutter and the existing curb and gutter the Contractor shall vary the dimensions of the proposed gutter or curb and gutter as directed by the Engineer.

The cost of compliance with this Special Provision will not be paid for separately but shall be considered incidental to the various pay items of the proposed construction involved and no additional compensation will be allowed.

CUTTING EXISTING PAVEMENT

At locations where it is necessary to cut bituminous concrete surfaces, concrete pavement, concrete or bituminous concrete driveway pavement, concrete sidewalk, or concrete curb and gutter, where it will abut the proposed new construction, a uniformly straight cut shall be obtained by the use of a diamond concrete saw. The use of pneumatic tools to make these cuts will not be allowed.

The cost of compliance with this Special Provision will not be paid for separately but shall be considered incidental to the various pay items of the proposed construction involved and no additional compensation will be allowed.

EXISTING TREES AND SHRUBS

Existing trees and shrubs in the area of the project site shall be protected from damage unless indicated on the Plans to be removed. Temporary fence shall be erected, at the direction of the Engineer, to protect trees and shrubs to remain. Once the fence is installed no construction activity or material will be allowed within the enclosure. The fence shall not be removed until the completion of the project.

The Contractor shall be liable for damages for trees and shrubs which were to have been protected as directed by the Engineer, unless such damages are determined by the Engineer to have been unavoidable. Such trees or shrubs shall immediately be repaired or replaced as directed in Section 201.07 of the Standard Specifications for Road and Bridge Construction.

The City of Urbana will perform all tree trimming to accommodate construction operations. If the Contractor encounters any limbs that will impede the progress of construction, the Contractor shall request the City to remove them. The Contractor shall NOT trim trees.

Tree protection fencing will not be paid for separately but shall be considered incidental to the various pay items of the proposed construction involved and no additional compensation will be allowed.

HAND GRADING

Grading shall be done by hand around light poles, utility poles, sign posts, shrubs, trees or other natural or man-made objects where shallow fills or cuts are adjacent to the items. It is the intent that the limits of construction be such as to preserve in the original state as much area of temporary easements as possible. The decision as to items to remain in place shall be as directed by the Engineer.

The cost of compliance with this Special Provision will not be paid for separately but shall be considered incidental to the various pay items of the proposed construction involved and no additional compensation will be allowed.

REMOVING AND RESETTING SIGNS

This work shall consist of the removal, relocation, and resetting of traffic signs which interfere with construction operations. This work shall also include the removal, relocation, and resetting of existing street signs, street name signs, wood signs and other miscellaneous signs which interfere with construction operations. This work shall be performed in accordance with the applicable portions of Article 107.25 of the Standard Specifications and as directed by the Engineer. The intent of this specification is for the contractor to remove, temporarily relocate and/or permanently reset existing signs which interfere with the construction operations. The Engineer will determine which signs will be removed, temporarily relocated and permanently reset.

The cost of compliance with this Special Provision will not be paid for separately but shall be considered incidental to the various pay items of the proposed construction involved and no additional compensation will be allowed.

STOCKPILE AREAS

Short-term stockpile of backfill and crushed stone material will be allowed only where directed by the Engineer. Temporary stockpiles of materials shall not interfere with local and through traffic as described on the traffic control plans. Stockpiles of materials shall not be allowed on private property (unless permission is granted by owner in writing), outside street rights-of-way; and shall not be allowed to block private driveways or sidewalks. Any grass area that is damaged by stockpiled material shall be repaired by either seeding or sodding as determined by the Engineer.

These areas shall not be measured for payment and the Contractor shall repair them at his/her own expense.

SEEDING

This work shall consist of preparing the seedbed, furnishing, transporting, and placing the topsoil, seed, fertilizer, and mulch as required in the seeding operations. The work shall be in accordance with the applicable articles of Sections 211 and 250 of the Standard Specifications except as modified herein.

The areas for seeding shall be any area disturbed beyond the existing condition by the Contractor's construction operations as determined by the engineer.

All seeding shall be Type 1, Lawn Mixture.

All seed shall be fertilized.

All seed shall be covered with Mulch, Method 3.

To prevent erosion seeding, fertilizing and mulching should be completed in conjunction with each separate stage of the project. The Contractor will be responsible for the seeded areas until they are fully established which may require re-seeding of any bare areas until seed growth is established.

All topsoil disturbed by the excavation operations shall be restored as nearly as possible to its original position and the whole area involved in the construction operation shall be left in a neat and presentable condition. All disturbed areas shall be seeded.

The cost of compliance with this Special Provision will not be paid for separately but shall be considered, as incidental to the PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH, COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.18, and COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.24 pay items and no additional compensation will be allowed.

TRAFFIC CONTROL AND PROTECTION (SPECIAL)

This work shall consist of providing the necessary traffic control personnel and devices and the installation, maintenance, relocation and removal of these devices during construction of the improvement.

The City of Urbana will be responsible for notifying the public, the United States Postal Service and the emergency service agencies for road closures and changes in the traffic maintenance plans.

Traffic Control Plan

Traffic control shall be in accordance with the applicable sections of the Standard Specifications and Supplemental Specifications, the applicable guidelines contained in the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", these Special Provisions, and the special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09, 107.14, 107.15, 107.25, and Sections 701, 702 and 703 of the Standard Specifications, the following Highway Standards, listed Supplemental Specifications and Recurring Special Provisions and Special Plan Details and Notations.

Highway Standards

701501, 701701, 701801, 701901, BLR 22

Special Provisions

LRS 3 Work Zone Traffic Control

With the approval of the Engineer, the Contractor may modify the suggested construction sequence and attendant traffic control procedures as shown. The Contractor shall submit his proposed sequence of operations and any necessary revisions to attendant traffic control to the Engineer for approval before actual construction operations begin.

Access

1. Road closures may be used to close a section of a street, with the Engineer's approval. The Contractor shall coordinate with the Resident Engineer on closing of any streets. The Contractor shall give at least 48 hours advance notice to the Engineer of the closing in order to notify residents, media, and emergency response vehicles.
2. If a proposed patch interferes with access to a private or commercial driveway, the driveway shall be out of service for a maximum of 7 days, and the contractor shall give at least 48 hours advance notice to the Engineer of the driveway closure. If a private home or commercial business has two (2) or more entrances, at least one (1) entrance must remain open at all times. Consult with the Engineer in the field to determine alternate entrances for commercial properties during the patching work.
3. No open holes shall be allowed over a weekend, including holiday weekends.

Traffic Control Surveillance

Traffic control surveillance will be required, but will not be paid for separately on this project. The special provision check sheet LRS 3 "Construction Zone Traffic Control" will apply for the inspection of traffic control devices on this project.

Quality of Traffic Control Devices

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

Only signs, barricades, vertical panels, drums, and cones that meet the requirements of the Department's "Quality Standard for Work Zone Traffic Control Devices 2004" shall be used on this project. Copies of this publication are available from the City Engineer for the Contractor's use prior to the initial setup. At the time of the initial setup or at the time of major stage changes, 100% of each type of device (cones, drums, barricades, vertical panels or signs) shall be acceptable as defined by the referenced publication. Throughout the duration of the project, the percentage of acceptable devices may decrease to 75 percent only as a result of damage and/or deterioration during the course of the work. Work shall not begin until a determination has been made that the traffic control devices meet the quality required in this standard. The Contractor is required to conduct routine inspections of the work site at a frequency that will allow for the prompt replacement of any traffic control device that has become displaced or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the MUTCD and the Traffic Control Standards, or that it no longer presents a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

Changeable Message Signs

Portable changeable signs shall be erected at the locations shown on the Stage Construction and Maintenance of Traffic Plan five (5) days prior to the start of construction to forewarn motorists of the impending construction. This work shall be performed in accordance with Article 701 of the Standard Specifications except reference to supplying equipment to run the sign from a remote location and reference to the basis of payment shall be deleted. The signs shall remain in place and operational until such time that all traffic control devices are in place and construction has begun. The sign message will be provided by the Engineer. Furnishing, placing, and maintaining each portable message sign shall be considered included in the cost of TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

Placement of Traffic Control Signs and Devices

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/her are operational, functional, and effective 24 hours a day, including Sundays and holidays.

Solar Powered Arrow Boards

Arrow boards shall be used as required by the Standards and as directed by the Engineer. All arrow boards to be used on this project shall be solar powered. Any additional cost in meeting this requirement shall be considered incidental to TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

Signs

All provisions of Article 107.25 of the Standard Specifications shall apply except the third paragraph shall be revised to read: "The Contractor shall maintain, furnish, and replace at his/her own expense, any traffic sign or post which has been damaged or lost by the Contractor or a third party."

Placement and Removal of Signs and Barricades

Placement of all signs and barricades shall proceed in the direction of flow of traffic. Removal of all signs and barricades shall start at the end of the construction areas and proceed toward oncoming traffic unless otherwise directed by the Engineer.

All traffic control devices and barricades throughout the project shall remain in place until the entire project is substantially complete, or as otherwise directed by the Engineer.

Pedestrian Sidewalk Control

The Contractor shall install, maintain, and remove necessary signs and barricades needed to direct pedestrians to usable sidewalks and walkways during the construction, and as directed by the Engineer.

At each point of closure, a sufficient number of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both are not out of service at the same time.

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 personnel, materials and equipment to correct any such deficiencies. The Contractor shall respond to any call from the City concerning any request for improving or correcting traffic control devices and begin making the requested repair within two hours from the time of notification.

The Contractor shall maintain 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 to the Contractor by complying with these requirements shall be considered as incidental to the contract and no additional compensation will be allowed.

Measurement and Payment

All work prescribed and referenced herein shall be measured for payment at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL). This price shall be considered payment in full for all labor, materials, transportation, handling and incidental work necessary to furnish, install, relocate, maintain and remove all traffic control devices as required by the traffic control plan, and as approved by the Engineer, for the duration of the contract. No separate payment will be made for complying with the provisions of Standard 701501, 701701, 701801, 701901, and B.L.R. 22.

ASR PREVENTION

Alkali-Silica Reaction (ASR) in cast-in-place concrete has been recognized as a serious source of early distress in concrete pavements in Illinois. In order to prevent this concrete deterioration, steps have been taken to modify current Portland Cement Concrete Standard Specifications to address ASR and minimize the potential of future damage and early deterioration. These modifications are mostly in the area of mix designs, which includes higher Portland cement replacement with finely divided minerals and the use of ternary mix designs. The Contractor shall follow the Portland Cement Concrete supplemental specification requirements from the Illinois Department of Transportation.

The cost of compliance with this Supplemental Specification will not be paid for separately but shall be considered included in the various pay items of the proposed construction involved and no additional compensation will be allowed.

EARTH EXCAVATION (SPECIAL)

This work shall consist of removing and disposing of material to 4 inches below the proposed patch depth for all patches or as determined by the Engineer and in accordance with Section 202 of the Standard Specifications.

All material shall be disposed of offsite.

The subbase shall be removed to 4 inches below the proposed patch depth for all patches and brought back to the proper finished subgrade elevation with 4 inches of SUBBASE GRANULAR MATERIAL, TYPE B.

This work of undercutting and removing earth material will be measured in accordance with Article 202.07(b) of the Standard Specifications and will be paid for at the contract unit price per cubic yard for EARTH EXCAVATION (SPECIAL). Filling the excavated areas with SUBBASE GRANULAR MATERIAL, TYPE B, will be paid for separately as specified herein.

A removal quantity has been included in the plans for the purpose of establishing a unit bid price. It is hereby understood that the City of Urbana reserves the right to delete or add to any or all of this pay item quantity from the contract. Should the City delete any or all of this pay item quantity from the contract, the Contractor will receive no remuneration for the deleted item.

REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

This work shall consist of undercutting, removing and disposing of unsuitable material below the proposed subgrade limits at locations shown on the plans or as determined by the Engineer and in accordance with Section 202 of the Standard Specifications.

Excess material shall be disposed of off the site. Unstable or unsuitable materials shall be removed and disposed of by the Contractor at his/her expense.

The unstable or unsuitable sub-base shall be removed to a depth of 12 inches and brought back to the proper finished subgrade elevation with 12 inches of SUBBASE GRANULAR MATERIAL, TYPE B in compacted layers not to exceed 4 inches in thickness. If moisture content is insufficient to achieve and maintain satisfactory compaction, water shall be added at the Contractor's expense, as directed by the Engineer.

This work of undercutting and removing unsuitable earth material will be measured in accordance with Article 202.07(b) of the Standard Specifications and will be paid for at the contract unit price per cubic yard for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL. Filling the excavated areas with SUBBASE GRANULAR MATERIAL, TYPE B, will be paid for separately as specified herein.

A removal quantity has been included in the plans for the purpose of establishing a unit bid price in case unsuitable materials are discovered. It is hereby understood that the City of Urbana reserves the right to delete or add to any or all of this pay item quantity from the contract. Should the City delete any or all of this pay item quantity from the contract, the Contractor will receive no remuneration for the deleted item.

SUBBASE GRANULAR MATERIAL (TYPE B)

This work shall consist of placing a granular material as fill in areas where unsuitable materials and subbase have been removed as directed by the Engineer in accordance with Sections 311 of the Standard Specifications.

The granular material shall be Type, B in accordance with Sections 1004 of the Standard Specifications. The coarse aggregate gradation shall be compacted IDOT CA 6.

The subbase shall be removed to 4 inches below the proposed patch depth for all patches. The subbase shall then be brought back to the proper finished subgrade elevation with 4 inches of Type B, IDOT CA 6.

The unstable or unsuitable sub-base shall be removed to a depth of 12 inches and brought back to the proper finished subgrade elevation with 12 inches of Type B, IDOT CA 6 in compacted layers not to exceed 4 inches in thickness.

If moisture content is insufficient to achieve and maintain satisfactory compaction, water shall be added at the Contractor's expense, as directed by the Engineer. A vibratory roller meeting the requirements of Article 1101.01 of the Standard Specifications shall be used to compact each lift of material to the satisfaction of the Engineer.

This work will be measured and paid for at the contract unit price per cubic yard for SUBBASE GRANULAR MATERIAL, TYPE B, which price shall include furnishing, placing and compacting the material.

A granular material quantity has been included in the plans for the purpose of establishing a unit bid price. It is hereby understood that the City of Urbana reserves the right to delete or add to any or all of this pay item quantity from the contract. Should the City delete any or all of this pay item quantity from the contract, the Contractor will receive no remuneration for the deleted item.

CLASS B PATCHES (TYPE I, II, III, IV 8 INCH & TYPE I, II 7 INCH)

This work shall consist of constructing pavement patches in accordance with the details in the plans and Section 442 of the Standard Specifications.

Materials shall meet the requirements of Section 442.02 of the Standard Specifications.

Concrete mixes used for construction of all Portland Cement Concrete patching shall be a Class PP mix in accordance with Section 1020.04 of the Standard Specifications, and shall comply with the Portland Cement Concrete supplemental specification of the Illinois Department of Transportation.

Completed work comprised of concrete that fails to meet the specified minimum strength requirements shall be paid for at a rate less than the established contract unit prices. The City is paying a premium for high early strength concrete and will not pay that premium when the material fails to perform as specified.

The payment rates shall be determined from the following equation:

$$R = U * \{(C_1 + C_2 + \dots + C_n) / (3,200 * n)\}$$

(Note: If flexural strength is used, substitute 600 for 3,200)

Where:

R = Reduced Rate of Payment

U = Unit Bid Price Established in the Contract Documents for Pay Item in Question

C = Compressive Strength (Flexural Strength) of Individual Test Specimen at 72 Hours

n = Number of Test Specimens

The calculated payment rate shall be used only for that portion of the work represented by the test specimens. The Engineer shall keep detailed records of the locations where test specimens were obtained, and the quantities of work completed in conjunction with that days concrete pour. In no case shall the rate of payment exceed the Contract Unit Price.

The concrete shall ultimately reach a strength of 3,200 psi at 14 days. Any concrete that does not meet the final strength of 3,200 at 14 days shall be removed and replaced by the Contractor at no expense to the Owner.

All work shall be performed as shown on the standard drawings, the details at the end of these specifications, in accordance with Section 442 of the Standard Specifications, and as follows:

Full width pavement restoration work shall be performed one-half width at a time, unless otherwise directed by the Engineer. Any intersections shall be reconstructed one-half width at a time providing at least one lane of traffic in all directions at all times during construction, unless approved by the Engineer.

No broken concrete from removal operations shall remain on the right-of-way overnight.

Pavement joints shall be constructed as shown in the standard drawings or details, and as directed by the Engineer.

After replacement of existing pavements, any centerline pavement markings removed shall be replaced to match existing. This work shall be considered incidental to this pay item.

The Contractor is responsible to guard fresh concrete until it sets and hardens sufficiently to prevent people from writing, walking, riding bicycles or otherwise marking or defacing the concrete in a permanent fashion. A permanent fashion is markings which cause depressions in the fresh concrete surface. Any concrete so marked will be removed and replaced by the Contractor and at the expense of the Contractor. The extent of the patch to be removed shall be at the sole discretion of the Engineer.

The City will not require pavement reinforcement fabric.

This work shall be paid for at the contract unit price per square yard for CLASS B PATCH of the type and thickness specified, which shall include the cost of performing the work as specified in the plans, as directed by the Engineer and specified herein; including any and all sawing, including wheel sawing full width and full depth of patch to be removed; removal and disposal of existing materials; furnishing and installing concrete materials, pavement reinforcement bars,

pavement dowel bars, pavement tie bars, preformed expansion joint material and joint sealing.

A patching quantity has been included in the plans for the purpose of establishing a unit bid price. It is hereby understood that the City of Urbana reserves the right to delete or add to any or all of this pay item quantity from the contract. Should the City delete any or all of this pay item quantity from the contract, the Contractor will receive no remuneration for the deleted item.

CITY OF URBANA

CERTIFICATION FORMS

The Notice of Award cannot be issued until the Contractor's equal opportunity compliance and certification forms have been approved by Urbana's Human Relations Commission. Contractors are encouraged to pre-qualify with the City prior to the bid opening to expedite issuance of the Notice of Award.

Contractors can check to see if they are Equal Employment Opportunity (EEO) with the City by contacting Justin Swinford at (217)-384-2343.

The following Urbana Certification Forms should be completed and submitted to the City of Urbana as soon as possible by Contractors that are not EEO qualified:

- (1) Purchasing Certification Form
- (2) Equal Employment Opportunity (E.E.O.)
Workforce Statistics Form

The forms can be faxed, mailed, or e-mailed to:

City of Urbana – Engineering Division

Attn: Justin Swinford

706 South Glover Avenue

Urbana, IL 61802

217-384-2343 – Phone

217-384-3188 – Fax

jmswinford@urbanaininois.us – E-mail

EXHIBIT B

SECTION 4 - GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION

4. GENERAL INSTRUCTIONS:

4.1. Due Date and Time: No Proposal shall be considered if it is received by the contact person after the due date and time specified on Page 1 of the Request.

4.1.1. Format: All Proposals must follow the format described in this Exhibit B. Respondents shall provide information requested by this Request in a direct and concise manner. Responses shall refer directly to section numbers in this Request and meet or exceed the requirements as described in this Request.

4.1.2. Guaranteed Proposals: All Proposals must be guaranteed and the City will not accept conditional or qualified Proposals unless provided otherwise in this Request.

4.1.3. Completion of Forms: All blank spaces in any form document included in the Proposal must be filled in by using a typewriter, indelible ink, or word processor. Where amounts are given in both words and figures, the words will govern if there is a discrepancy between the words and figures. If there is a discrepancy between the total price amount and the sum of the unit prices, the sum of the unit price will govern. The person signing the Proposal must initial any changes or corrections made on the Proposal if changes are made by typewriter or indelible ink after printing.

4.1.4. Authorization to Submit Proposal: A responsible person must sign the Proposal and, in the case of a business entity or firm, represent and warrant that the signer is duly authorized to sign the Proposal on behalf of the Respondent. For Proposals tendered by e-mail, this signature should be scanned and included with the Proposal document.

4.1.5. Acceptance/Rejection: The City's decision to accept or reject any or all Proposals or portions thereof shall be final.

4.1.6. Clarification of Proposal: Subsequent to receipt of Proposals, the City may require the Respondents to clarify or explain their Proposals or any part or parts thereof by way of a telephone conference, e-mail, in-person conference, or in writing.

4.2. PROPOSAL CONTENT AND FORMAT:

4.2.1. Respondent's Information: The Proposal must include:

Respondent's name, address, telephone number, e-mail address, and website (if any).

Respondent must also specify contact person and his/her name, address, telephone number, mobile number, and e-mail address.

4.2.2. Addressing Specifications (Exhibit A): Respondent must address each Specification contained in Exhibit A. If any part of Respondent's Proposal proposes one or more deviations from the Specifications (Exhibit A), the Respondent must provide sufficient information for each Specification for which a deviation is proposed, a sufficiently clear description of the deviation for the City to understand what is proposed and an explanation insofar as how the Respondent's proposed deviation is of equal or better quality than the City's Specification.

4.2.3. Pricing Information:

4.2.3.1. The Proposal must include a price quote. In the event that the aforesaid includes components or discrete parts, the Proposal must include an aggregate price quote as well as pricing for each component or discrete part.

4.2.3.2. The aggregate price must include costs of transportation, handling charges, set-up charges, cost of warranty, and all other charges. These items must also be itemized.

4.2.3.3. If the cost of travel is included in the pricing information, the estimated cost for such travel and detailed information used to compute such estimated cost shall be itemized separately. In the event the Respondent anticipates that overnight stays in connection with Proposal, if accepted, will be required, the City requests that, where reasonable, all persons staying overnight do so at a hotel or motel located within the Urbana city limits.

4.2.3.4. All prices must be guaranteed for a period of ninety (90) days.

4.2.4. References: Respondents may be asked to provide references. If requested, the Respondent must provide, for each reference, the business name, address, telephone number, e-mail address, business website, and name of the individual to be contacted and, if different from the foregoing, the individual's address, telephone number, and e-mail address.

4.2.5. Amendments to Request: In the event that the City issues any changes to its Request following the publication or issuance date, as the case may be, listed on Page 1 of this Request, it will do so through one or more addenda which will be sent to those Respondents that have expressed interest in submitting Proposals.

4.2.6. Use of Subcontractors: The names, addresses, telephone numbers, e-mails, and websites (if any) and the names of contact persons of all subcontractors which the Respondent anticipates using in performance of work requested in the Request.

4.3 SUBMITTING PROPOSALS:

4.3.1. Proposal Submissions by Mail, Hand-Delivery, or Courier Service: If a Proposal will be submitted by mail, hand-delivered, or by courier service, the Proposal shall be submitted in a sealed opaque envelope bearing the following information: Name, address, and phone number of Respondent; Solicitation name, title, and number, if any; and Proposal opening date and time as specified on Page 1 of the Request. The aforesaid envelope should then be placed in another envelope that is addressed to the contact person designated on Page 1 of the Request.

4.3.2. Proposal Submissions by E-Mail: If a Proposal will be submitted by electronic mail (e-mail), the Respondent shall send to the contact person listed on Page of the Request the Proposal as a PDF attachment to an e-mail. The PDF Proposal shall be password protected at the time of sending to the contact person. At the same time the password protected Proposal is sent, the Respondent shall send the contact person an e-mail that contains the password necessary to open and download the Proposal by the contact person. The e-mail containing the password shall be sent in such a manner so that it arrives within the two (2) hour period immediately preceding the Proposal public opening date and time stated on Page 1 of the Request. If no public opening date is provided, the e-mail containing the password shall be sent to the contact person listed on Page 1 of the Request no later than 10:00 a.m. Central Time.

4.4. Assumption of Risk: Regardless of the means and method by which Respondent uses to send the Proposal, Respondent assumes all risks of errors in sending and delay caused when or by sending Respondent's Proposal for receipt by the contact person listed on Page 1 of the Request after the date and time specified on Page 1 of the Request. The City shall have no responsibility should Respondent's Proposal be received after the date and time specified on Page 1 of the Request for the City's receipt of Proposals.

EXHIBIT C

SECTION 5 - EVALUATION CRITERIA

- 5.1. PUBLIC OPENING OF PROPOSALS:** The City will conduct a public opening of the Proposals at the date, time and location specified on Page 1 of the Request. The public opening will include a reading of each Respondent's name and the respective aggregate prices which the Respondents submitted. No other contents of Respondents' Proposals will be disclosed at this time.
- 5.2. TREATMENT OF PROPOSALS:** Until such time as the City has entered into and executed a Contract with a Respondent or has fully rejected all the Proposals, the Proposals will be subject to Section 7(h) of the Freedom of Information Act. 5 ILCS 140/7(h) governing "proposals and bids for any contract."
- 5.3. EVALUATION CRITERIA:** The City will evaluate the Proposal(s) following the date and time when opened, whether or not such opening occurs in public. The evaluation will be conducted before the Proposals expire and will be based on and but may not be limited to the following criteria.
- 5.3.1. Completeness:** Degree of completeness of the Proposal.
- 5.3.2. Compliance with/Deviations from Specifications:** Degree of compliance with the Specifications included on Exhibit A. In the event any Specification is not complied with, the City will consider the Respondent's proposed substitute and whether it is of equal or better quality than the particular Specification.
- 5.3.3. Price:** The City will consider the aggregate price and, if provided, component pricing included in each Proposal.
- 5.3.4. Other Criteria:** In addition to the above, the City may consider the following additional criteria:
- 5.3.4.1.** The experience of the Respondent in undertaking and completing projects similar to that which is being sought by the City, as requested in this Request.
- 5.3.4.2.** To the extent the City has had performance and/or delivery problems or disputes with the Respondent in the past, the Respondent's cooperation in resolving such problems or disputes to the satisfaction of the City
- 5.3.4.3.** Completion and approval of the Respondents EEO paperwork.

5.4. INVESTIGATIONS: The City may undertake such investigations and other due diligence regarding Respondent and Respondent's Proposal as it deems necessary and appropriate. Such investigation may include, but is not limited to, contacting any reference supplied by the Respondent or any customer/client known to the City which has obtained goods, services, labor and/or materials from Respondent similar to those described in this Request. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of such Respondent fails to satisfy the City that Respondent is properly qualified meet the requirements contained in this Request.

5.5. DEFAULT ON OBLIGATIONS TO CITY: No Proposal will be considered if the Respondent is in arrears or is in default on any obligation, tax, fee, or fine due and owing to the City or is in breach of any agreement to which the City is a party which breach has not been fully cured to the satisfaction of the City.

EXHIBIT D

SECTION 8 – GENERAL LEGAL MATTERS

8.1. RIGHTS TO PROPOSALS AND SUPPORTING MATERIALS: All Proposals and related information provided by Respondents shall become the property of the City when received and shall not be returned to the Respondent. However, in the event any Respondent has a documentable statutory or common law intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) in any part of the Respondent's Proposal or supporting materials which is or are not otherwise in the public domain, the submission of the Respondent's Proposal shall not be deemed or construed as a waiver, release, or transfer to the City of the Respondent's intellectual property rights.

8.2. PUBLIC RECORDS; CONFIDENTIAL INFORMATION:

8.2.1. Application of Freedom of Information Act After Award: Following the selection of and the execution of a Contract with the Successful Respondent, if any, all Proposals will be available to the public upon receipt of a valid Freedom of Information Act ("FOIA") (5 ILCS 140/1 *et seq.*) request and other applicable laws and rules except as provided below.

8.2.2. Confidential Information: A Respondent may not designate an entire proposal as confidential in order to avoid having it produced in response to the City's receipt of a request for information under the Freedom of Information Act (5 ILCS 140/1 *et seq.*, "FOIA"). If a Respondent believes that it has a lawful basis for designating certain information in the Respondent's Proposal as confidential, proprietary or trade secret, as defined in the Illinois Trade Secret Act (765 ILCS 1065/1 *et seq.*), the Respondent must specifically label each page of the Proposal that contains such information with a legend stating: "CONFIDENTIAL INFORMATION." The Respondent must also provide sufficient information to the City to establish the confidentiality of the information labeled as such since the City will have no obligation to ascertain whether such information is in fact exempt from production under FOIA. Respondent's request for confidential treatment of information in a Proposal shall not supersede the City's legal obligations under FOIA.

8.2.3. Confidential Proposals: The City will neither accept nor consider any Proposal which indicates that it should be treated confidential, proprietary or trade secret in its entirety.

8.2.4. Submission of Confidential Information: If a Respondent requests that a portion of its Proposal be treated as confidential, proprietary or trade secret, the Respondent must submit an additional copy of the Proposal with that information deleted. This copy must state the general nature of the material deleted and shall retain as much of the Proposal as possible.

8.2.5. Costs of Claiming Confidentiality: Each Respondent shall be responsible for any costs which the City incurs in defending a request for Proposal information which the Respondent has marked as "CONFIDENTIAL INFORMATION." In the event that the City receives a FOIA request which seeks disclosure of that portion of a Proposal which contains information designated as confidential and the Respondent requests the City to withhold that information from disclosure, the Respondent shall cooperate with the City to the degree necessary for the City to assert the appropriate FOIA exemption when responding to the FOIA requester and the Illinois Attorney General's Office, as the case may be.

8.2.6. Intellectual Property Rights of Others: By submitting a Proposal, the Respondent represents and warrants that anything contained in the Proposal does not violate any intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) owned by any other person.

8.3. COSTS OF SUBMITTING PROPOSAL: The Respondent shall be responsible for any and all costs and expenses in connection with his/her preparation and submission of his/her Proposal.

8.4. LAWFULNESS OF SUBMISSION OF PROPOSAL: By submitting his/her Proposal, the Respondent represents and warrants that the Respondent –

8.4.1. No Bid Rigging: Has not engaged in any unlawful bid rigging, price fixing or group boycott with any other Respondent or third person.

8.4.2. No Federal or State Violations: Has not violated any state or federal law governing the subject of that which is sought by the Request.

8.4.3. Direct Interest in Contract: Is the only person that will have a direct interest in the Contract, if any is awarded.

8.4.4. No Bribery: Has not made any effort to coerce or bribe any City elected or appointed official or employee to award the Contract to the Respondent. Has not undertaken any effort to provide the City with the Specifications used in this solicitation document.

8.5. TAXES; AUTHORIZATIONS:

8.5.1. City Tax Exemption: By law, the City is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax, service use tax, and sales tax. The City's tax-exempt number will be furnished upon the Successful Respondent's request.

8.5.2. Authorizations: Within three (3) business days of executing a Contract, if any is to be executed, the Successful Respondent, at its expense, shall provide the City with all necessary permits, licenses, and certificates required to satisfy the obligations to which the Successful Respondent will be expected to assume by entering into a Contract with the City. The Successful Respondent shall comply with all requirements of and shall keep in full force and effect all such permits, licenses, and certificates throughout its performance of the Contract.

8.6. USE OF CITY'S NAME: No Respondent, including the Successful Respondent, if any, shall use the City's name or logo in any form of advertising without the City's prior written permission.

8.7. CONTRACT DOCUMENTS: The Successful Respondent shall be required to enter into a Contract with the City.

8.7.1. Successful Respondent Supplied Contract: If a Respondent, if selected as the Successful Respondent, expects the City to enter into an agreement using the Respondent's template form of agreement, the Respondent must supply a copy of that agreement form along with his/her Proposal. Nothing herein shall require the City to accept the terms of such agreement form.

8.7.2. City-Supplied Contract Form: If a Respondent, if selected as the Successful Respondent, does not intend to ask the City to use his/her agreement form, the City shall provide the Successful Respondent with the terms of agreement. The Contract terms may be contained in a wholly separate document and/or those parts of the City's Request and Successful Respondent's Proposal to which the City and Successful Respondent agree.

8.7.3. Final Contract Terms: Regardless of whether the Successful Respondent's or the City's agreement form is to be used, where appropriate, the Successful Respondent and the City will negotiate in good faith final terms of agreement. Any final Contract entered into by and between the City and the Successful Respondent shall contain the following:

8.7.3.1. Price Quote: The Successful Respondent's price quoted as contained in his/her Proposal or as further negotiated by and between the Respondent and the City which, in all events, shall include the all costs of delivery, set up, testing, instruction, and warranties, if any.

8.7.3.2. Delivery: Delivery of equipment, supplies and/or materials shall be made to the Project site during normal working hours.

8.7.3.3. Payment: Terms of payment by the City to the Successful Respondent.

8.7.3.4. Specifications: The Specifications provided for in this Request as may be modified by agreement between the City and the Successful Respondent.

8.7.3.5. Default and Cure: Terms covering the Successful Respondent's or the City's default, if any, with rights to cure such default.

8.7.3.6. Representation of Authority: If the Successful Respondent is a corporation, limited liability company or partnership, there must be included a representation that the person signing the Contract on behalf of the Successful Respondent is authorized to do execute the Contract

8.7.3.7. Costs of Negotiation: The City and the Successful Respondent to bear their respective costs of negotiating and executing the final Contract between them.

8.7.3.8. Indemnification: The Successful Respondent's indemnification, hold harmless, and duty to defend the City in the event of any bodily injury or property damage caused the Successful Respondent's intentional, willful, wanton, grossly negligent, or negligent wrongful act or omission in performing his/her duties as provided in the Contract.

8.7.3.9. Insurance Requirements: The City will specify the minimum insurance coverages required to be in place, with the City named as an additional insured, where appropriate.

8.7.3.10. EEO Representations: Affirmation of the EEO representations which the Successful Respondent provided as part of his/her Proposal.

8.7.3.11. Termination of Contract: Means of terminating the Contract by the City or the Successful Bidder and the non-terminating party's rights and remedies.

8.7.3.12. Governing Law: The laws of the State of Illinois shall apply to any interpretation, construction, breach and enforcement of the Contract. Any action to interpret, construe, for breach, and/or enforcement of the Contract shall be initiated and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois or, if applicable, the United States District Court for the Central District of Illinois.

8.7.3.13. Additional Terms: Such other terms, if any, as the City and the Successful Respondent shall agree.

8.8. Termination of Solicitation Process/No Rights Created: The City reserves the right to terminate the solicitation and selection process at any time, to reject any or all Proposals, and to award a Contract in the best interest of the City. Nothing herein shall be deemed to create any right or interest in any arrangement between the City and any Respondent unless and until the City and the Successful Respondent have entered into and executed a Contract. Nothing herein shall be deemed as obligating the City to accept a Proposal based solely on lowest price.

8.9. Prevailing Wage Act/ Davis-Bacon Act:

8.9.1. Prevailing Wage Act: Any Contract entered into between the Successful Respondent and the City will be subject to the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), as amended to date, unless superseded by the Davis-Bacon Act or otherwise stated. Pursuant to the Illinois Prevailing Wage Act, the City has determined prevailing rates for various classifications of workers and the latest determination of these rates is included as part of this Proposal. The Respondent shall pay its workers not less than the prevailing rates so determined and comply with the Act's requirements, including, but not limited to, the keeping of accurate records showing the names and occupation of all laborers, workers and mechanics employed on the work if a Contract is signed. The records shall show the actual hourly wages paid to each such person. Should the rates change during the Contract period, the Respondent shall pay its workers not less than the rates in effect.

8.9.2. Davis-Bacon Act: To the extent it is applicable, the Respondent shall comply with the federal Davis-Bacon Act rather than the Illinois Prevailing Wage Act referred to above.

8.10. Affirmative Action:

8.10.1. Compliance with City Ordinance: If the Contract will be over \$25,000 and provides for construction work (which may include labor, material, supplies and/or equipment) or if the Contract will be over \$30,000 and provides for the performance of services or the delivery of goods but not construction work, the Successful Respondent shall comply with the Discrimination in Employment by Contractors and Respondents Ordinance (Urbana City Code Sec. 2-119 as amended). Pursuant to the Ordinance, the Respondent must submit to the City's Commission on Human Relations the statement provided for in Urbana City Code Section 2-119(b)(1)-(7) on the form provided by the City. Inquiries concerning this requirement may be directed to the City's Human Relations Officer at 400 S. Vine Street, Urbana, IL 61801 or by telephone at 217 384-2466 or by e-mail at hro@urbanaininois.us. Further, the Successful Respondent shall comply with the City's Human Rights Ordinance (Urbana City Code Sec. 12-1 et seq.).

8.10.2. Veterans Preference: If this Proposal involves construction, the Successful Respondent shall comply with the Veterans Preference Act (330 ILCS 55/0.01 et seq.) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570-0.01 et seq.) in the employment and appointment to fill positions in the construction, addition to, or alteration of any public works.

EXHIBIT E

REQUIRED FORMS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL

The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
- b. Schedule of Prices
- c. BLR 12230: Proposal Bid Bond
- d. BLR 12326: Affidavit of Illinois Business Office
- e. Vendor Representations and Additional Duties

RETURN WITH BID

NOTICE TO BIDDERS

County Champaign
Local Public Agency City of Urbana
Section Number 20-00630-00-RS
Route Various

Sealed proposals for the improvement described below will be received at the office of the City Engineer,
706 South Glover Avenue, Urbana, Illinois 61802 until 1:55 p.m. on December 22, 2020

Sealed proposals will be opened and read publicly at the office of the City Engineer
706 South Glover Avenue, Urbana, Illinois 61802 at 2:00 p.m. December 22, 2020

DESCRIPTION OF WORK

Name 2021-2022 Miscellaneous Repairs Contract Length: feet (miles)
Location Urbana, IL
Proposed Improvement Includes repairs to storm sewers, sanitary sewers, and pavement infrastructure as described in the specifications.

1. Plans and proposal forms will be available in the office of the City Engineer,
706 South Glover Avenue, Urbana, Illinois 61802
Address

2. [X] 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:
a. BLR 12200: Local Public Agency Formal Contract Proposal
b. Schedule of Prices
c. BLR 12230: Proposal Bid Bond (if applicable)
d. BLR 12326: Affidavit of Illinois Business Office
e. Vendor Representations and Additional Duties

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 Champaign
Local Public Agency City of Urbana
Section Number 20-00630-00-SR
Route Various

1. Proposal of _____

for the repairs to City infrastructure as described in the specifications.

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 N/A
and approved by the Department of Transportation on N/A

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 _____ 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 _____ Treasurer of the City of Urbana

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 _____

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 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.

RETURN WITH BID



**SCHEDULE OF PRICES
EFFECTIVE FOR 2 YEARS**

County: Champaign
 Local Public Agency: City of Urbana
 Section Number: 20-00630-00-RS
 Route: Various

1. LABOR AND EQUIPMENT COSTS

Item No.	Item Description	Anticipated Quantity	Unit	Unit Price	Total Price
	LABOR				
1	SUPERINTENDENT	13	Hr.		
2	WORKING FOREMAN	1950	Hr.		
3	LABORER	1950	Hr.		
4	OPERATING ENGINEER	1560	Hr.		
5	CEMENT FINISHER	195	Hr.		
6	CARPENTER	13	Hr.		
7	TRUCK DRIVER (TEAMSTER)	520	Hr.		
8	DELIVERY DRIVER (NON-TEAMSTER)	455	Hr.		
	EQUIPMENT				
9	TRAILER MOUNTED AIR COMPRESSOR – see note #8	65	Hr.		
10	PORTABLE GENERATOR AND TOOLS – see note #9	13	Hr.		
11	TRACTOR TYPE EXCAVATOR	13	Hr.		
12	MINI-EXCAVATOR EXCAVATOR WITH TRAILER	65	Hr.		
13	TRACTOR TYPE CONCRETE BREAKER	65	Hr.		
14	TRACTOR TYPE BACKHOE	1365	Hr.		
15	EQUIPMENT MOUNTED MECH. TAMP	13	Hr.		
16	CONCRETE SAW – see note #10	65	Hr.		
17	DUMP TRUCK TANDEM	585	Hr.		
18	PICKUP TRUCK WITH HANDTOOLS – see note #11	1950	Hr.		
19	DELIVERY TRUCK (FLATBED)	455	Hr.		
20	SEMI TRACTOR WITH LOW-BOY TRAILER	13	Hr.		
21	TRENCH BOX	13	Day		
22	CONCRETE FORMS AND PINS	650	L.F.		
23	TRAFFIC CONE	650	Day		
24	TRAFFIC SIGN AND STAND	715	Day		
25	ARROW BOARD	65	Day		
26	TYPE I BARRICADE	1235	Day		
27	TYPE III BARRICADE	455	Day		
28	SAFETY FENCE WITH POSTS	5200	L.F.		

2. MATERIAL COSTS

Item No.	Item Description	Anticipated Base Cost	Unit	Percent Mark-up	Total Price
	MATERIALS				
29	MATERIAL COSTS – see note #12	200,000	Dollar		

3. LANDSCAPE RESTORATION COSTS

Item No.	Item Description	Anticipated Quantity	Unit	Unit Price	Total Price
30	SOD APPLICATION	260	S.F.		
31	SEED APPLICATION	13000	S.F.		
32	TOPSOIL APPLICATION	33	C.Y.		

TOTAL PRICE = \$ _____

NOTES:

1. Hourly rate items shall be paid on actual hours utilized including mobilization and demobilization. Hourly rate items will not be paid for time on site for equipment not being utilized unless it is needed at various times throughout the day or repair.
2. Each pay item quoted should have a unit price and a total price
3. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of unit price multiplied by the quantity.
4. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
5. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
6. All the quantities are anticipated repairs over the next two (2) years.
7. The City of Urbana will waive its permit fees applicable to this project.
8. Air compressor includes jackhammer, chipping hammer, hoses, valves, filters, and fittings.
9. Portable generator and tools includes hammer drill, drill bits, and extension cords.
10. Concrete saw includes trailer, water tank, hoses, and diamond blades.
11. Pickup Truck with tools includes shovels, Johnson pry bar, hammers, screwdrivers wrenches, jumping jack and plate tamp, cutoff/demo saw, cables, chains, straps, 25-ft measuring tape, 100-ft measuring tape, 6-inch hand level, 4-ft hand level, gas can, air monitor, confined space tripod and harness, concrete finishing tools, pipe plugs, air hose, air tank, pipe chain breaker, pipe slope laser and target, survey level, legs, tripod, and personal protective equipment
12. This item includes the Contractor's mark-up for overhead and profit on materials required for the repair. Only materials utilized or consumed for the repair will be paid. City shall have right to retain any partially used materials from the repair.
13. All equipment items include fuel costs.

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	<u>Champaign</u>
Local Public Agency	<u>City of Urbana</u>
Section Number	<u>20-00630-00-RS</u>
Route	<u>Various</u>

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 Champaign
Local Public Agency City of Urbana
Section Number 20-00630-00-RS
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 _____

Inset Names of Officers



President _____

Secretary _____

Treasurer _____

Attest: _____
Secretary



Local Agency Proposal Bid Bond

Route Various
County Champaign
Local Agency City of Urbana
Section 20-00630-00-RS

RETURN WITH BID

PAPER BID BOND

WE _____ as PRINCIPAL,
and _____ as SURETY,
are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") 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 LA 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 LA 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 LA 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 LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA 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 _____ day of _____

Principal

_____(Company Name) _____(Company Name)
By: _____(Signature and Title) By: _____(Signature and Title)

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

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 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 _____

My commission expires _____ (Notary Public)

ELECTRONIC BID BOND

[] Electronic bid bond is allowed (box must be checked by LA 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 LA 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

_____(Signature and Title) _____(Date)

RETURN WITH BID



Affidavit of Illinois Business Office

County Champaign
Local Public Agency City of Urbana
Section Number 20-00630-00-RS
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 _____ day of _____, _____.

(SEAL)

(Signature of Notary Public)



VENDOR REPRESENTATIONS AND ADDITIONAL DUTIES

The Vendor agrees that following representations and additional duties are a material part of the contract. The undersigned, having been duly sworn under oath, certifies and agrees as follows:

1. None of the Vendor or its partners, officers, owners, employees, or agents have been barred from contracting with a unit of State or local government in the past five years as a result of a conviction for bid rigging, in violation of 720 ILCS 5/33E-3 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.
2. None of the Vendor or its partners, officers, owners, employees, or agents have ever been barred from contracting with a unit of State or local government as a result of a conviction for bid rotating, in violation of 720 ILCS 5/33E-4 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.
3. If the Vendor holds any elected or appointed office under the laws or Constitution of this State, the Vendor is in compliance with the Public Officer Prohibited Activities Act. 50 ILCS 105/3.
4. The Vendor is not a municipal officer with a prohibited financial interest in this contract, directly in the officer's own name or indirectly in the name of any other person, association, trust, or corporation, in accordance with 65 ILCS 5/3.1-55-10.
5. *Please initial one statement, in accordance with 65 ILCS 5/11-42.1-1:*
 - A. _____ The Vendor is not delinquent in the payment of any tax administered by the Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax.
 - B. _____ The Vendor has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and is in compliance with the agreement.
6. If the Vendor employs commercial motor vehicle operators, the Vendor is in compliance with the Federal Highway Administration rules for controlled substances and alcohol use and testing. 49 CFR Parts 40 and 382.
7. During the term of this contract, the Vendor shall comply with (a) Urbana City Code Section 2-119, which prohibits employment discrimination by contractors and vendors with the City; (B) the Equal Employment Opportunity provisions of Ill. Admin. Code tit. 44, § 750; and (C) Article 2 of the Illinois Human Rights Act, 775 ILCS 5/2-101 *et seq.*, including without limitation the requirement that the Vendor have a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
8. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor has filed with the City and made available to the general public a copy of the Vendor's written substance abuse prevention program, which meets or exceeds the requirements of 820 ILCS 265/15.



VENDOR REPRESENTATIONS AND ADDITIONAL DUTIES

9. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor shall use United States produced steel products, in compliance with 30 ILCS 565/4.

10. If this contract involves the construction, addition to, or alteration of public works, the Vendor shall employ laborers in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).

11. The Vendor shall comply with all applicable provisions of the Prevailing Wage Act, which requires the payment of the prevailing rate of wage to all laborers, workers, and mechanics employed by or on behalf of a public body in the construction, demolition, maintenance, or repair of public works. 820 ILCS 130/0.01 *et seq.* The prevailing wage rates are established and revised by the Department of Labor and are available at www.state.il.us/agency/idol/rates/rates.htm.

12. The Vendor shall obtain from all subcontractors to be used in the performance of this contract a sworn statement agreeing to the representations and additional duties contained on this document. The Vendor shall maintain the sworn statements on file for the duration of this contract and shall promptly provide them to the City upon request. If a subcontractor is or becomes ineligible for a contract with the City, the Vendor promptly shall terminate its subcontract upon the City's request. The Vendor shall include adequate provisions in all subcontracts to allow it to terminate such subcontracts as required herein.

The representations contained on this document are true, complete, and correct in all respects. The representations contained herein are continuing. If any such representation is no longer true or correct, the Vendor promptly shall notify the City in writing.

Vendor: _____
By: _____
Printed name: _____
Title: _____
Date: _____

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date)

by _____ (name of person making statement).

(seal)

Signature of notary public

<p style="text-align: center;">CITY OF URBANA HUMAN RELATIONS DIVISION 400 SOUTH VINE ST. URBANA, ILLINOIS 61801 (217) 384-2455 (phone); 328-8288 (fax) hro@urbanaininois.us</p>	Office Use Only (09/15)	
	Requested by:	Date:
	Approved by:	Date:
	Certification Date:	
	Certificate Expiration Date:	

EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.) WORKFORCE STATISTICS FORM

Please complete the sections below as instructed. Failure to properly complete this form may result in a delay or denial of eligibility to bid or do business with the City of Urbana.

Section I. Identification

1. Company Name and Address:

Name:

d/b/a:

Address:

City/State/Zip:

Telephone Number(s) include area code:

Check one of the following

Corporation	Partnership	Individual Proprietorship	Limited Liability Corp.
-------------	-------------	---------------------------	-------------------------

FEI Number:	Social Security Number:
-------------	-------------------------

2. Name and Address of the Company's Principal Office *(answer only if not the same as above)*

Name:

Address:

City/State/Zip

3. Major activity of your company (product or service):

4. Project on which your company is bidding:

5. City of Urbana contact staff assigned to contract:

SECTION II. Policies and Practices

Description of EEO Policies and Practices		YES	NO
A.	Is it the Company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income ?		
B.	Has someone been assigned to develop procedures, which will assure that the EEO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the official charged with this responsibility. Name: _____ Title: _____ Telephone: _____ Email: _____		
C.	Does the company have a written Equal Employment Opportunity plan or statement? Note: If no, a copy of an E.E.O statement is enclosed. You must attach an EEO Statement in order to be considered eligible to do business with the City of Urbana. Questions? (217) 384-2455 or hro@city.urbana.il.us.		
D.	Has the company developed a written policy statement prohibiting Sexual Harassment? You must attach a copy of your company's Sexual Harassment Policy in order to be considered eligible to do business with the City of Urbana.		
E.	Have all recruitment sources been notified that the company will consider all qualified applicants without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income?		
F.	If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income?		
G.	Has the contractor notified all of its sub-contractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontracts or purchase orders?		
H.	Is the company a state certified minority/women owned business? If yes, please attach a copy of state certification.		
I.	Does the company have collective bargaining agreements with labor organizations?		
J.	If you answered yes to Question "I", have the labor organizations been notified of the company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts with the City of Urbana?		
K.	Does your company perform construction, rehabilitation, alteration, conversion, demolition or repair of buildings, highways or other improvements to real property? (If yes, please complete Table B.)		
L.	Are you currently seeking to renew an existing or expired Urbana EEO certification? (If yes, you need to complete Table C.)		

SECTION III. Employment Information

IMPORTANT: Please complete the company workforce analysis on the bottom of this page. Use the number of employees as of the most recent payroll period. **You must complete this form in its entirety, as instructed and submit your organization's (1) EEO Statement and (2) Sexual Harassment Policy in order to be eligible to do business with the City of Urbana. For detailed descriptions of the Job Classifications see attached descriptions. If minorities and females are currently under-represented in your workforce, please attach a copy of an explanation of your plan to recruit and hire qualified minorities and females.**

TABLE A - TOTAL CONTRACTOR/VENDOR WORKFORCE

Job Categories	Overall Totals		White (Not of Hispanic Origin)		Black or African-American (Not of Hispanic Origin)		Hispanic or Latino		Asian or Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
Officials & Mgrs												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
M = MALE, Column B is sum of Rows D, F, H, J and L. F = FEMALE, Column C is sum of Rows E, G, I, K and M.												
Date of above Data: _____												

SECTION IV. Certification

By signing below, the company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief and agrees that it/he/she will comply and abide by the City of Urbana's Code of Ordinances (Section 2-119).

Signature

Printed Name and Title

E-mail Address

Date

SECTION V. Verification

Prior to submitting this form, please check the answers to the following questions to verify your completion of this form:

1. **Did you fill in all of the appropriate boxes in the table in Section III, including the "TOTAL" row?**

YES _____

NO _____

2. **Have you enclosed your company's EEO statement?**

YES _____

NO _____

3. **Have you enclosed your company's Sexual Harassment policy?**

YES _____

NO _____

DEFINITIONS OF TERMS LISTED ON THE WORKFORCE STATISTICS FORM

(See previous Page)

DESCRIPTION OF RACE/ETHNIC CATEGORIES

Race /ethnic designations as used by the Department do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than *one* race/ethnic group. The race/ethnic categories for this report are:

White (Not of Hispanic origin). All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

Black of African-American (Not of Hispanic origin). All persons having origins in any of the Black racial groups of Africa.

Hispanic or Latino. All persons of Mexican, Puerto Rican, Cuban, Central of South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander. All persons having origins any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands and Samoa.

American Indian or Alaskan Native. All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

DESCRIPTION OF JOB CATEGORIES

Each employee should be counted in only one job category. Select the category containing the jobs most similar to that performed by the employee. The jobs listed in each category are intended to provide an example, not a complete list, of all job titles falling into that category.

Officials and managers. Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers farm operators and managers, and kindred workers.

Professionals. Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, layers, librarians, mathematicians, natural scientist, registered professional nurses, personnel and labor relations specialist, physical scientist, physicians, social scientist, teachers, surveyors and kindred workers.

Technicians. Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post high school education, such as is offered in many technical institutes and union colleges, or through equivalent on-the-job training. Include: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales. Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents, and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

Office and clerical. Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

Craft workers (skilled). Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary hand painters, coaters, bakers, decorating occupations, and kindred workers.

Operatives (semiskilled). Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto service and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers and meatcutters, inspectors, testers and graders, handpackers and packagers, and kindred workers.

Laborers (unskilled). Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farmworkers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operation and kindred workers.

Service workers. Workers in both protective and nonprotective service occupations. Includes: Attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, charworkers and cleaners, cooks, counter and fountain workers, elevator operators, firefighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.