

**BID DOCUMENTS and
PROJECT SPECIFICATIONS
for
CITY OF O’FALLON, ILLINOIS
O’FALLON HESSE PARK
PICKLEBALL AND BASKETBALL COURTS**

Bids Due: April 3, 2024, 8:30 a.m.

Plans and Specifications Prepared by:
Millennia Professional Services
(618) 624-8610

Millennia Professional Services Project No. ME23038

PROPOSAL SUBMITTED BY:

CONTRACTOR’S NAME

STREET ADDRESS

CITY STATE ZIP

Return with Bid

**INDEX TO CONTRACT DOCUMENTS
CONDITIONS OF CONTRACT**

No.	Section	Page(s)
000110	Index	1
	Improvement Plans	10
001000	Invitation to Bid	1
004100	<u>Proposal</u>	9
	Base Bid - Schedule of Bid Prices	
	Alternates / Substitutions / Bituminous Materials Cost	
	Bidder Qualifications	
	Non-Collusion Affidavit	
	Bid Bond	
004107	Product Substitution Form	1
005200	<u>Contract</u>	7
	Performance Bond	
	Substance Abuse Prevention on Public Works Act	

TECHNICAL SPECIFICATIONS

No.	Section	Pages
013500	Special Provisions	10
01/2024	IDOT Index for Supplemental Specifications	1
BLR 11300	IDOT Check Sheet for Recurring Special Provisions	2
01/2024	IDOT Check Sheets for BDE Special Provisions	2
LR 107-4	IDOT Special Provision (Insurance)	2
LR 702	IDOT Special Provision (Const. & Maintenance Signs)	1

IDOT HIGHWAY STANDARDS

No.	Section	Pages
000001	Standard Symbols, Abbreviations and Patterns	9
001006	Decimal of an Inch and of a Foot	1
280001	Temporary Erosion Control Systems	2
420001	Pavement Joints	1
420701	Pavement Welded Wire Reinforcement	1
664001	Chain Link Fence	3
701801	Sidewalk, Corner or Crosswalk Closure	2
701901	Traffic Control Devices	3
720001	Sign Panel Mounting Details	1
720011	Metal Posts for Signs, Markers & Delineators	1

CITY CLERK NOTICE TO BIDDERS

The City of O'Fallon, St. Clair County, Illinois, will receive sealed bids for the construction of **O'Fallon Hesse Park - Pickleball and Basketball Courts** until **8:30 a.m. on April 3, 2024** at the office of the City Clerk in City Hall, 255 South Lincoln, O'Fallon, Illinois 62269. All bids will be publicly opened and read aloud at **8:30 a.m. on April 3, 2024**. **The sealed bids must be delivered to the City Clerk, during regular business hours, prior to the stated bid opening day and time. Please ensure all bids are sealed in an envelope and labeled with the name of your company, bid name, date and time.**

No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workmen employed in construction on this project.

No bid will be accepted nor opened which has been received from any bidder who is not a bid document holder of record with the official bid document issuing entity identified in the Notice to Bidders.

Each Bidder must deposit with his bid, security in the amount of not less than five percent (5%) of the Bidder's total bid price, such security being an acceptable bid bond, certified check, or cashier's check. The successful Bidder will be required to furnish a satisfactory Performance Bond in the full amount of bid.

No Bidder may withdraw his bid for a period of thirty (30) days after the actual date of the opening thereof. The City of O'Fallon, Illinois, reserves the right to reject any or all bids and to waive any informalities or technicalities in the bidding.

PROJECT: O'Fallon Hesse Park - Pickleball and Basketball Courts
O'Fallon, Illinois

BID DUE DATE: Wednesday - April 3, 2024 **TIME BIDS DUE:** 8:30 a.m.

LOCATION: O'Fallon City Hall, Clerk's Office
255 South Lincoln
O'Fallon, IL 62269

OBTAINING DOCUMENTS: Bidders may obtain bidding documents from the City of O'Fallon website, City Clerk, Bid Notices / Request for Proposals:
<https://www.ofallon.org/bids>

Questions about the project may be directed to City Parks and Recreation:
City of O'Fallon Parks and Recreation
Katy Cavins Community Center
(618) 624-0139
pgipson@ofallon.org

PROPOSAL

**O’FALLON HESSE PARK
PICKLEBALL AND BASKETBALL COURTS**

O’FALLON, ILLINOIS

To: The Mayor and City Council
City of O’Fallon, Illinois

The undersigned, having familiarized (himself) (itself) (themselves) with the local conditions affecting the cost of the work and with the Contract Documents, including the Notice to Bidders, General Conditions, Special Provisions, Specifications for Workmanship and Materials, Proposal, Form of Contract, Form of Bonds, etc., and with the plans and addenda on file in the Office of the City Clerk of the City of O’Fallon, Illinois, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required in connection with the construction of **O’Fallon Hesse Park – Pickleball and Basketball Courts** for the City of O’Fallon, Illinois, all in accordance with the Plans and Specifications, including:

ADDENDA NUMBER

DATE

issued thereto and acknowledged herein, for the prices given in the following **SCHEDULE OF QUANTITIES AND BID PRICES:**

1. BASE BID

Each Bidder will complete all Work included in the plans and specifications in accordance with the Contract Documents for the following prices (City reserves the right to evaluate bids and accept any bid).

Schedule of Quantities and Bid Unit Prices

Bid #	IDOT Pay Item	Bid Item	Quantity	Unit	Unit Price	Total Item Price
1	20200100	EARTH EXCAVATION	400	CU YD	_____	_____
2	25000115	SEEDING (CLASS 1B)	0.4	ACRE	_____	_____
3	25100115	MULCH, METHOD 2	0.4	ACRE	_____	_____
4	25100630	EROSION CONTROL BLANKET	375	SQ YD	_____	_____
5	28000250	EROSION CONTROL AND PROTECTION (SPECIAL)	1	L SUM	_____	_____
6	35100300	AGGREGATE BASE COURSE, TYPE A 4"	31	SQ YD	_____	_____
7	35100500	AGGREGATE BASE COURSE, TYPE A 6"	1012	SQ YD	_____	_____
8	35100700	AGGREGATE BASE COURSE, TYPE A 8"	870	SQ YD	_____	_____
9	40600275	BITUMINOUS MATERIALS (PRIME COAT)	1958	POUND	_____	_____
10	40600290	BITUMINOUS MATERIALS (TACK COAT)	392	POUND	_____	_____
11	40602978	HMA BINDER COURSE, IL-9.5, N50	73	TON	_____	_____
12	40604050	HMA SURFACE COURSE, IL-9.5, MIX "C", N50	73	TON	_____	_____
13	42000100	PORTLAND CEMENT CONC. PAVEMENT 6"	1012	SQ YD	_____	_____
14	42400100	PORTLAND CEMENT CONC. SIDEWALK 4"	282	SQ FT	_____	_____
15	44000100	PAVEMENT REMOVAL	1014	SQ YD	_____	_____

DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS

00 41 00 – Proposal

Return with Bid

16	66400105	CHAIN LINK FENCE, 4', BLACK VINYL COATED	64	FOOT	_____	_____
17	66400505	CHAIN LINK FENCE, 8', BLACK VINYL COATED	384	FOOT	_____	_____
18	66400705	CHAIN LINK GATES, 4'x4' SINGLE, BLACK VINYL COATED	1	EACH	_____	_____
19	66404700	CHAIN LINK GATES, 8'x4' SINGLE, BLACK VINYL COATED	2	EACH	_____	_____
20	67100100	MOBILIZATION	1	L SUM	_____	_____
21	72000100	SIGN PANEL – TYPE 1	2	SQ FT	_____	_____
22	72900100	METAL POST – TYPE A	10	FOOT	_____	_____
23	N/A	ACRYLIC SURFACE	9100	SQ FT	_____	_____
24	N/A	PAVEMENT MARKING – PICKLEBALL COURT	1	L SUM	_____	_____
25	N/A	PICKLEBALL NET SYSTEM	4	EACH	_____	_____
27	N/A	BASKETBALL HOOP SYSTEM	4	EACH	_____	_____
28	N/A	BASKETBALL HOOP REMOVAL	4	EACH	_____	_____
29	N/A	PAVEMENT MARKING – BASKETBALL COURT & PARKING	1	L SUM	_____	_____
					_____	_____
					_____	_____
					_____	_____
					_____	_____

BASE BID PROPOSAL COST – PICKLEBALL AND BASKETBALL COURTS

_____ Dollars, \$ _____
 (Written Amount)

2. VOLUNTARY ALTERNATE BIDS

Bidder agrees to complete project in accordance with Bidding Documents. Upon determination of apparent low bid, Bidder further proposes to add the following alternate materials or construction methods.

ALTERNATE #1

- Add to Base Bid above cost to furnish and install Post-Tension Concrete at Pickleball Court in lieu of base bid concrete pavement:

_____ Dollars, \$ _____
 (Written Amount)

ALTERNATE #2

- Add to Base Bid above cost to furnish and install 10'H perimeter fencing and gates at Pickleball Court in lieu of base bid 8'H perimeter fencing and gates:

_____ Dollars, \$ _____
 (Written Amount)

3. VOLUNTARY SUBSTITUTIONS

Bidder agrees to complete project in accordance with Bidding Documents. Upon determination of apparent low bid, Bidder further proposes to substitute the following alternate materials or construction methods.

Product Substitution Form Attached

4. OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENTS

The bidder shall complete this section for his/her bid. Failure to complete this section shall make this contract exempt of bituminous materials cost adjustments. After award, this section, when completed, shall become part of the contract.

Contractor's option:

Is your company opting to include this special provision as part of the contract?

____ Yes ____ No

5. BIDDER QUALIFICATIONS

Specific bidder qualifications are required for contractor selection. Answer the following questions to assist the Owner in evaluating the best value bid. Contractor may utilize subcontractor to meet qualifications.

	<u>Yes / No:</u>
<u>A. Has Contractor been in business more than 5 years?</u>	_____
<u>B. Has Contractor completed 5 Pickleball Courts?</u>	_____

List of 5 projects from previous 5 years:

1. _____
2. _____
3. _____
4. _____
5. _____

ANTICIPATED LIST OF SUBCONTRACTORS TO MEET QUALIFICATIONS:

PROPOSAL

If awarded this contract, the undersigned agrees to commence work within thirty (30) days after award of the contract, and to complete the work by September 15, 2024.

Contractor shall be aware that public utilities (i.e., telephone, gas, power) may need to be relocated by others. Utility relocation by others may affect the start date of the period of performance. The project completion will remain September 15, 2024. No additional compensation for starting later than the Notice to Proceed start date will be allowed. The period of performance will not be adjusted for any other reason other than utility relocation by others.

Accompanying this proposal is a (certified check), (cashier's check), (bid bond), in the amount of _____ dollars (\$ _____), which represents 5% of the entire bid, payable to the City of O'Fallon, Illinois, which it is agreed will be forfeited to the City, if the undersigned fails to execute the contract.

BIDDER-COMPANY NAME

BUSINESS ADDRESS

CITY/STATE/ZIP

SIGNED BY:

TITLE

DATE

PROPOSAL

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and their authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, nor with any public officer of the CITY OF O'FALLON whereby such affiant or affiants, or either of them, has paid or is to pay to such other bidder or public officer any sum of money; nor has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants; or either of them, has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bids; nor any inducement of any form or character, other than that which appears upon the face of the bid, will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the Contract; nor has this bidder entered into any agreement or understanding of any kind whatsoever, with any person, in any way or manner, for any of the proceeds of the contract sought by this bid.

_____ BY: _____
BIDDER – COMPANY NAME

_____ TITLE DATE

_____ CITY / STATE / ZIP

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____
NOTARY PUBLIC

NOTE: Bidders should not add any conditions or qualifying statements to this bid, as otherwise the bid may be declared irregular as being not responsive to the advertisement for bids.

PROPOSAL

BID BOND

WE, _____, as
PRINCIPAL, and _____,
as SURETY with authority to do business in Illinois, are held and firmly bound unto the CITY
OF O'FALLON, Illinois, in the penal sum of Five Percent (5%) of the total bid price lawful
money of the United States. We bind ourselves jointly and severally, and our joint and several
heirs, executors, administrators, successors and assigns, firmly by these presents, This
_____ day of _____, 20 ____, to pay to the CITY OF O'FALLON
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 CITY OF O'FALLON for the construction of the:

O'Fallon Hesse Park - Pickleball and Basketball Courts

THEREFORE, if the proposal is accepted and a contract awarded to the PRINCIPAL by the CITY
OF O'FALLON for the aforementioned improvement, and the PRINCIPAL shall within ten (10)
days after receipt of the notice of 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 required by the project specifications, then this obligation shall become void; otherwise it
shall remain in full force and effect.

IN THE EVENT the CITY OF O'FALLON determines that the PRINCIPAL has failed to enter into
a formal contract in compliance with any requirements set forth in the preceding paragraph, then
the CITY OF O'FALLON 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.

DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS

00 41 00 – Proposal

Return with Bid

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 20____.

(SEAL) PRINCIPAL

PRINCIPAL - COMPANY NAME

ADDRESS

CITY / STATE / ZIP

ATTEST: _____

BY: _____

TITLE

DATE

TITLE

DATE

(SEAL) SURETY

SURETY – COMPANY NAME

BY: _____

ATTORNEY-IN-FACT

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

NOTARY PUBLIC

DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS

00 41 07 – Product Substitution Form

Return with Bid (if used)

The Bidder should include this form with the Bid Forms if a material substitution is offered at that time.

The Base Bid (and Alternate Bids, if used) include only those products specified in the bidding documents. Following is a list of substitute products which bidder proposes to furnish on this project, with the difference in price being deducted from the Base Bid or Alternate Bids.

Bidder understands that acceptance of any proposed substitution is at City's option. Approval or rejection of any substitutions listed below will be indicated prior to executing the Contract.

MANUFACTURER'S NAME AND PRODUCT

DEDUCT

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EVALUATION. Only the lowest responsible bidder's Proposed Product Substitution Form will be evaluated.

DOCUMENTATION. At contractor option, include short manufacturer data to assist in evaluation of substitution.

BIDDER'S NAME: _____

CONTRACT

INSTRUCTIONS FOR EXECUTING CONTRACTS

If the Contract is signed by the secretary of the corporation, the following certificate should be executed by some other officer of the corporation, under the corporate seal. In lieu of the following certificate, there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary, or assistant secretary, under the corporate seal to be true copies.

The full name and business address of the Contractor should be inserted, and the Contract be signed with his official signature. Please have the name of the signing party or parties typewritten, or printed, under all signatures to the Contract.

If the Contractor is operating as a partnership, each partner should sign the Contract. If the Contract is NOT signed by all partners, there should be attached to the Contract a duly authenticated power-of-attorney evidencing the signer's (signers') authority to sign such Contract for-and-in-behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) should be indicated in the Contract and the Contract should be signed by such individual. If signed by one other than the Contractor, there should be attached to the Contract a duly authenticated power-of-attorney evidencing the signer's authority to execute such Contract for-and-in-behalf of the Contractor.

If the Contractor is a corporation, the following certificate should be executed:

I, _____, certify that I am the Secretary of the Corporation, _____, and that _____ who signed the foregoing Contract on behalf of the Contractor, was then _____ of said Corporation; that said Contract was duly signed for and in-behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

CONTRACT

O'FALLON HESSE PARK - PICKLEBALL AND BASKETBALL COURTS

O'FALLON, ILLINOIS

THIS CONTRACT, made the _____ day of _____, 20__, by and between _____, hereinafter called the "Contractor", and the City of O'Fallon hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein agree as follows:

SCOPE OF WORK: The Contractor shall perform everything required to be performed, and shall provide and furnish at his sole cost and expense all the labor, tools, materials (except as otherwise specified), expendable equipment, transportation services, bonds, and insurance required for **O'Fallon Hesse Park - Pickleball and Basketball Courts** all in strict accordance with the Contract Documents, including any and all addenda, prepared by the City of O'Fallon, in these Contract Documents referred to, as Owner, which Plans and Specifications, and other Contract Documents, are hereby made a part of this Contract; and the Contractor shall do everything required by this Contract and the other Documents constituting a part hereof.

THE CONTRACT PRICE: The Owner shall pay the Contractor for the performance of the work complete in place, the accepted price submitted by the Contractor pursuant to the "Notice to Bidders," the Owner having accepted the Contractor's proposal as the lowest and best bid. The accepted price shall be set out on the proposal sheets bound in this Specification Document, which proposal sheets are hereby, by reference, made as much a part of this Contract as if repeated verbatim herein.

TIME OF COMPLETION: The Contractor agrees to commence the work to be performed under this Contract within thirty (30) days after execution of the Contractual Documents, or upon receipt of a substantial portion of materials, and to diligently prosecute the work in such a sequence and manner as to complete the work in all detail ready for continuous and successful operation within the time limit stated in the proposal (The Contractor agrees to a period of performance completion by September 15, 2024).

In case the Contractor shall fail to complete the work or any part thereof according to the terms of this Contract, then, and in such case, the Owner reserves the right and is hereby authorized to declare this Contract forfeited and to relet the unfinished portion thereof in the manner provided by law, and such person or persons to whom such work shall have been relet shall be and are hereby authorized to complete said portion of the work without hindrance from the Contractor. And the Contractor shall be liable, in case of nonperformance of this Contract, or any part thereof, and hereby agrees to pay said Owner, as damages, all the costs, charges and expenses attending such reletting, and also such sums or amounts as it shall cost to complete the said Contract over and above the amounts hereby agreed for the various items therefor.

COMPONENT PARTS OF THIS CONTRACT: This Contract consists of the following component parts all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

- 1) Notice to Bidders.
- 2) Addenda Numbers: _____ , _____ , _____ , _____ .
- 3) Construction Drawings.
- 4) The Contractor's Proposal.
- 5) This Contract.
- 6) Performance Bond.
- 7) The Substance Abuse Prevention on Public Works Act, Public Act 95-0635
- 8) Instructions for the Illinois Department of Labor's Certified Transcript of Payroll Form
- 9) Technical Specifications.

CONTRACT PROVISION: The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor, or his employees; or any of his subcontractors or their employees. The Contractor hereby agrees to indemnify and save the Owner (the City of O'Fallon and their agents and employees) and the Engineer (Millennia Professional Services, or its duly authorized representatives), harmless against all suits and actions of every name and description brought against said Owner or Engineer for, or on account of any such injuries to real or personal property, or injuries received, or death sustained by any person or persons, caused by said Contractor, his servants, agents, or employees, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any omission or act of the Contractor, his agents or employees; and the said Contractor further agrees that so much of the money due him under and by virtue of this Contract as shall be considered necessary by the Owner may be retained by said Owner to protect itself against loss until such suit or claim for damages shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the said Owner.

PREVAILING WAGES: No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage Act, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workmen employed in construction on this project. **On site wage interviews may be conducted periodically to assure compliance with the prevailing wage rates. The Contractor shall submit payrolls electronically through the Certified Transcript of Payroll Portal located at www2.illinois.gov/idol. A confirmation receipt showing payroll has been submitted through the portal shall be submitted as proof of compliance at the time of each payment request. Payment will not be made without submittal of this documentation.**

ACCEPTANCE AND FINAL PAYMENT: Upon receipt of written notice that the work is ready for final inspection and when the City of O'Fallon finds the work acceptable under the Contract and the Contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and has been accepted by him under the terms and conditions thereof. Before issuance of final certificate the Contractor shall submit to the Owner satisfactory evidence and affidavits that all payrolls, material bills, subcontractors and other indebtedness have been paid.

PERFORMANCE BOND

KNOW YE ALL MEN BY THESE PRESENTS: That we, the undersigned,
_____, as PRINCIPAL, and
_____, as SURETY with
authority to do business in Illinois, are held firmly bound unto the City of O'Fallon, Illinois, in the
penal sum of _____
Dollars (\$ _____) lawful money of the United States for the payment of which, well
and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs,
executors, administrators and assigns, firmly by these presents, this _____
day of _____, 20__.

THE CONDITIONS OF THIS OBLIGATION are such that, the above-named PRINCIPAL did,
on the _____ day of _____, 20 __,

enter into a written Contract for **O'Fallon Hesse Park - Pickleball and Basketball Courts** with
the City of O'Fallon, Illinois, in accordance with the plans and specifications approved and
adopted by said City of O'Fallon, which are made a part of this Bond. Said PRINCIPAL has
promised and agreed to perform said work in accordance with the terms of said contract, and
has promised to pay all sums of money due for any labor, materials apparatus, fixtures or
machinery furnished to such PRINCIPAL for performing such work and has further agreed to pay
all direct and indirect damages to any person, firm, company or corporation suffered or sustained
on account of the performance of such work during the time thereof and until such work is
completed and accepted.

NOW THEREFORE, if the above names and bounden shall well and faithfully do and perform
the work of said Contract in all respects according to the time, terms and conditions specified in
said Contract and in accordance with all requirements of law, and shall promptly pay all debts
incurred by him or any subcontractor in the prosecution of said work, including labor, service and
materials furnished then this obligation shall be void; otherwise to remain in full force, virtue and
effect.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this

_____ day of _____, 20____.

(SEAL) PRINCIPAL

PRINCIPAL - COMPANY NAME

ADDRESS

CITY / STATE / ZIP

BY: _____

ATTEST: _____

TITLE DATE

TITLE DATE

(SEAL) SURETY

SURETY – COMPANY NAME

BY: _____

ATTORNEY-IN-FACT

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

NOTARY PUBLIC

Approved this _____ day of _____, 20____.

CITY OF O'FALLON, ILLINOIS
255 SOUTH LINCOLN AVENUE
O'FALLON, ILLINOIS 62269

BY: _____

MAYOR

DATE

ATTEST:

CITY CLERK

DATE

THE SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT, PUBLIC ACT 95-0635

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the act.

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees. And that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

CONTRACT SPECIAL PROVISIONS

The following Special Provisions supplement the *Standard Specifications for Road and Bridge Construction*, adopted January 1, 2022 by the Department of Transportation of the State of Illinois (herein after referred to as *Standard Specifications*); the Supplemental Specifications and Recurring Special Provisions adopted therewith; the latest edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*; and the *Manual of Test Procedures of Materials* in effect on the date of the invitation for bids, which apply to and govern the proposed improvement designated as **O’Fallon Hesse Park - Pickleball and Basketball Courts**, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern. All references to IDOT & Engineering in the “Standard Specifications for Road and Bridge Construction” shall be replaced by the City of O’Fallon and City Engineer.

1. **DESCRIPTION OF WORK:** The project will occur at O’Fallon Hesse Park and construct pickleball and basketball courts, as well as have minor grading improvements.
2. **PREVAILING WAGES:** No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage Act, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workmen employed in construction on this project.

On site wage interviews may be conducted periodically to assure compliance with the prevailing wage rates. The Contractor shall submit payrolls electronically through the Certified Transcript of Payroll Portal located at www2.illinois.gov/idol. A confirmation receipt showing payroll has been submitted through the portal shall be submitted as proof of compliance at the time of each payment request. Payment will not be made without submittal of this documentation.

3. **EXAMINATION OF SITE:** All Bidders shall visit the project site, prior to the bid letting date, to determine such details of construction necessary to fully complete the project.
4. **GUARANTEE:** The Contractor shall guarantee all work furnished in the construction of the project to be free from defect resulting from faulty material or workmanship for a period of one year from the date of final acceptance and final payment of the project.
5. **SAFETY AND PROTECTION:** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - ◆ All employees on the Work and other persons and organizations who may be affected thereby;
 - ◆ All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - ◆ Other property at the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable Laws and Regulation of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts either of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City of O'Fallon or anyone employed therein or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of The Contractor). The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the Work is completed and the City of O'Fallon has issued a notice to the Contractor that the work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent, unless otherwise designated in writing by the Contractor to the City of O'Fallon.

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Contractor, without special instructions or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt, written notice if Contractor believes any significant changes in the work or variations from been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change Order will be issued to document the consequences of the changes or variations.

6. **PERMITTING:** Prior to beginning the work, the Contractor must obtain all necessary trade permits from the City of O'Fallon and all other agencies, if necessary.

7. **INDEMNIFICATION:** To the fullest extent permitted by laws and regulations the Contractor shall indemnify and hold harmless the City of O'Fallon and their agents and employees and the Engineer (Millennia Professional Services, or its duly authorized representatives.) from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of the City of O'Fallon's architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by laws and regulations regardless of the negligence of any such party.

In any and all claims against the City of O'Fallon or any of their consultants, agents, employees, or the Engineer (Millennia Professional Services, or its duly authorized representatives) by any employee of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor shall not extend to the liability of the City of O'Fallon or their consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

The Contractor will be required to obtain protective liability insurance that includes the terms of these indemnity provisions and name the City of O'Fallon and the Engineer (Millennia Professional Services) as additional insureds.

- 8. PROJECT COORDINATION & ADMINISTRATION:** A mandatory pre-construction meeting shall be scheduled within one week of contract ratification between the Contractor and the City. All work will be scheduled through the City Project Engineer / Manager. Contractor must present a preliminary work schedule at the pre-construction meeting. Weekly progress meetings shall be held either on site or at the Engineering Department of City Hall.
- 9. TERMS:** All invoice submitted for payment shall be paid **Net 30**.

To further assure timely completion of the work, restoration, and clean-up of the project site, 10% of the payment due to the Contractor shall be retained until the project is successfully completed and all punch list items are adequately addressed.

- 10. COMPLETION TIME / MOBILIZATION:** The CONTRACTOR shall commence work within 30 days after award of the contract, and shall substantially complete the project by September 15, 2024.

Substantially Complete shall be defined as completing all courts, fence, and pavement items for initial review by the ENGINEER. Completion of the contract in its entirety will be defined as completing all items listed as deficient by the ENGINEER during initial review.

Mobilization required for the project shall include the early completion date.

- 11. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES:** The location of underground facilities, structures and utilities has been determined from surface observations and available surveys and records and must be considered approximate. There may be others, the existence of which is not presently shown or known. It is the Contractor's responsibility to determine the existence and location of all underground facilities, structures and utilities and to protect them from damage during construction and disconnection.

The CONTRACTOR's attention is called to the utility facilities within the right-of-way limits of construction. Unless otherwise provided, the individual utility companies will perform any adjustments required as a result of direct conflicts with proposed facilities. The plans may not show the locations of all utility facilities or the manner in which the adjustment will be made. In the event the Contractor desires more detailed information of the location of facilities and the working schedules for adjusting the same, it is suggested that the information be obtained from the utility company involved.

It is understood and agreed that the Contractor has taken the foregoing into consideration in submitting his bid, and no additional compensation will be allowed for any delays or inconvenience caused by utility relocation or protection. The Contractor shall be responsible for "calling for" and "coordinating with" the utility location services.

- 12. PROTECTION OF EXISTING FACILITIES:** The Contractor shall maintain and protect all existing facilities, both on-site and off-site, including but not limited to utilities, roadways, curbs, gutters, sidewalks, landscaping, lawns and buildings which are not scheduled for removal or replacement under this project. The Contractor shall provide any required sheeting, shoring, covering or other means and methods to protect existing facilities. The Contractor shall bear all costs and make all arrangements to repair or replace, any existing facility, on-site and off-site, damaged as a result of construction, which is not scheduled for removal or replacement as part of this project.
- 13. DISPOSAL OF MATERIALS:** All materials for disposal shall be removed from the site and properly disposed of at locations provided by the Contractor. The cost for doing this work shall be included in the bid prices and no additional compensation will be allowed.
- 14. HYDRANT METER:** The Contractor shall obtain a hydrant meter from the City Engineering office should the Contractor intend on using water from a fire hydrant within the City of O'Fallon water system. The meter and usage of water will be at no cost to the Contractor such that all usage is related to the aforementioned project. If the Contractor is found obtaining water from a hydrant without use of a City issued hydrant meter, a \$1,000 penalty will be deducted from the Contractor's payment for each violation of this policy.
- 15. EARTHWORK:** The topsoil shall be stripped and stockpiled to keep separated from the excavated clay. This stockpile will then be used as the final backfill to re-establish the topsoil. The cost for doing this work shall be included in the bid prices and no additional compensation will be allowed. All costs for obtaining materials from an off-site borrow area, a site for dumping waste materials, the hauling of materials to and from these areas, and erosion control shall be the contractor's responsibility. Although not included in bid, Contractor may coordinate with City of O'Fallon Parks & Recreation placing excess suitable earthwork within O'Fallon Hesse Park if awarded contract. If material is unsuitable, Contractor shall dispose of excess cut material with cost included in Earthwork price, with no additional cost for furnished excavation.

16. SEEDING, FERTILIZER, MULCH: This work shall be completed in accordance with Section 250 and 251 of the IDOT Standard Specifications for Road and Bridge Construction, and as herein specified. Upon completion of the work, the Contractor shall clean up and remove all debris and excess materials from the site. All earth surfaces disturbed by the work shall be finish graded sufficient for seedbed preparation, seeding, fertilizing and mulching.

Seeding mixture, fertilizer and application rates shall be as specified for Seeding Class 1B. Mulch shall be Mulch Method 2 using Procedure 2 to anchor or stabilize the mulch. All erosion, or other areas where seeding under this contract has failed, shall be repaired such that a healthy, viable stand of grass is attained.

The fertilizer nutrients work will not be paid for separately, but shall be considered as included in the unit bid prices herein and no additional compensation will be allowed.

17. EROSION CONTROL AND PROTECTION (SPECIAL): This work shall be completed in accordance with Section 250 and 251 of the IDOT Standard Specifications for Road and Bridge Construction, and as herein specified.

Tree Protection, Ditch Checks, and Silt Fence shall be included in lump sum price for EROSION CONTROL AND PROTECTION (SPECIAL).

18. PORTLAND CEMENT CONCRETE PAVEMENT 6 INCH: This work shall be completed in accordance with Section 420 of the IDOT Standard Specifications for Road and Bridge Construction, and as herein specified.

Welded wire fabric designated in the plans shall be included in unit price for PORTLAND CEMENT CONCRETE PAVEMENT 6 INCH.

19. PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH: This work shall be completed in accordance with Section 424 of the IDOT Standard Specifications for Road and Bridge Construction, and as herein specified.

Welded wire fabric designated in the plans shall be included in unit price for PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH.

20. PICKLEBALL NET SYSTEM: This work shall consist of furnishing all labor, materials and equipment necessary to install PICKLEBALL NETS, including net, post, ground sleeve, net post concrete foundations, center anchor concrete foundations, and finish as necessary for permanent outdoor court applications. Combined systems shall be provided by a single manufacturer (no mixing of products).

Product shall be Douglas Premier XS-36 Pickleball Posts and Douglas JTN-30 Pickleball Nets, or equivalent that conforms to the following specifications:

- ◆ Net Size: 36"H x 21'9" L

- ◆ Net Headband: 65 oz (20 oz./sq yd) 2-Ply vinyl coated polyester; lock-sewn with four rows of #32 white polyester thread; complete with a vinyl coated, 5/32" galvanized steel cable with 2300# break strength.
- ◆ Netting: 1-3/4" square mesh braided solid core polyethylene; 3.0 mm netting with 285 lb break strength
- ◆ Net Warranty: minimum 4-years
- ◆ <https://douglas-sports.com/product/premier-xs-36-pickleball-qs-tennis-posts-green-2-7-8-od>

- ◆ Post Size: 54" in length and 36" above court surface
- ◆ Posts Outside Diameter: 2-7/8" and constructed from heavy-duty 8-gauge steel; finished with black baked-on polyester power coat; integrated welded steel lacing rods
- ◆ Hardware: Internally wound posts with jam-free cable tensioning hardware system; die cast zinc gear housings and caps; gear function ration of 30:1; flush mounted gear plate with removable handle
- ◆ Post Warranty: minimum 5 years
- ◆ <https://douglas-sports.com/product/jtn-30-pickleball-qs-tennis-net-36-x-219>

- ◆ Ground Sleeve: 24" Aluminum for 2-7/8" OD round posts
- ◆ Concrete Pier: Minimum 24" (diameter) x 42" (deep)
- ◆ <https://douglas-sports.com/product/gs-24rd-galvanized-steel-ground-sleeves-24-long-for-3-od-posts>

All work required under this Special Provision shall be included in the contract unit price for each PICKLEBALL NET SYSTEM.

- 21. BASKETBALL HOOP SYSTEM:** This work shall consist of furnishing all labor, materials and equipment necessary to install BASKETBALL HOOP SYSTEM, including post, concrete pier, reinforcement, backboard, and hoop.

Product shall be Grizzly Adjustable Basketball System, or equivalent that conforms to the following specifications:

- ◆ Concrete Foundation: Reinforced per Manufacturer, Min. 24"x24"x48" (deep)
- ◆ Breakaway Style: Yes
- ◆ Color Family: Black
- ◆ Post: 6" square powder coated, heavy-gauge steel post with 3/16" wall thickness
- ◆ Backboard: 42" x 72" regulation-size backboard is comprised of 3/8" thick clear acrylic welded to a heavy steel frame
- ◆ Goal: Heavy-duty breakaway goal with nylon net
- ◆ <https://www.bsnsports.com/grizzly-adjustable-basketball-system>

All work required under this Special Provision shall be included in the contract unit price for each BASKETBALL HOOP SYSTEM.

- 22. BASKETBALL HOOP REMOVAL:** The work shall be performed as detailed on the plans and according to Section 501 of the Standard Specifications for removal of existing structures.

The Contractor shall remove the hoops and foundations sufficiently to construct the new pickleball courts. Removal of the foundation shall be sufficiently backfilled with material able to be compacted to 95%.

All work required under this Special Provision shall be included in the contract unit price for each BASKETBALL HOOP REMOVAL.

- 23. TRAFFIC CONTROL AND PROTECTION, SPECIAL:** The contractor shall protect both vehicular and pedestrian traffic from any and all excavations or other hazards arising out of the performance of this work. This includes protective fencing, barricades, signing and flagging as necessary. All barricades and signs shall be in compliance with the Manual of Uniform Traffic Control Devices and shall be erected and utilized in accordance with standard IDOT Policy.

The Contractor shall provide all necessary traffic control to protect vehicular and pedestrian traffic, private property, and construction workers and equipment throughout the duration of the project. Traffic Control shall be in accordance with the applicable sections of the *Standard Specifications*, the applicable guidelines contained in the *Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways*, *Manual on Uniform Traffic Control Devices for Streets and Highways*, these Special Provisions, any special details and Highway Standards contained herein, and in the Contract Plans and the Standard Specifications for Traffic Control Items.

Exact locations of all warning signs and barricades shall be per the appropriate traffic control and protection and approved by the Engineer. For stabilization, all Type III Barricades shall require a minimum of four sandbags per barricade.

Special attention is called to Articles 107.09 and 107.14 of the *Standard Specifications for Road and Bridge Construction*, and the following (a) Highway Standards and (b) other Special Provisions relating to Traffic Control.

- a. Standards 701001-02, 701006-05, 701011-04, 701801-06, and 701901-08 are to be used in traffic control.
- b. Affected property owners on Parkview Drive, East 5th Street, South Hilgard Street shall be notified at least 72 hours prior to execution of work.
- c. No work shall occur in the U.S. Highway 50 pavement without a separate permit from the City of O'Fallon.

The Contractor shall be solely responsible for proper implementation of traffic control in the field. Traffic control and protection shall be implemented as necessary during regular working hours. Traffic control and protection shall also be sufficient for conditions after working hours throughout the duration of the project. The Contractor shall check and evaluate traffic control each day, including times beyond normal working hours, weekends and holidays and adjust his procedures as necessary to adequately protect pedestrians, vehicular traffic, private property, workers and equipment. Traffic control that has been disturbed shall immediately be restored by the Contractor.

This work shall be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

24. BITUMINOUS MATERIALS COST ADJUSTMENT: This special provision is based on the IDOT Bureau of Design and Environmental (BDE) special provision to allow the contractor to have the option of including this provision into the contract. The Contractor shall specify on the schedule of quantities page whether or not they elect to include this option.

25. ACRYLIC SURFACE: This work shall include a pickleball court surface color coating system, and shall be completed in accordance with American Sports Builders Association standards and USA Pickleball Association (USAPA) Rules of Pickleball.

Athletic acrylic surface designated in the plans shall be included in unit price per square foot for ACRYLIC SURFACE.

Warranty: Provide a guarantee against defects in the materials and workmanship for a period of two-years from the date of substantial completion.

Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer. Follow manufacturer's recommendations for Storage and Handling Requirements.

Ambient Conditions: Do not apply concrete pickleball court surface color coating system when air or surface temperatures are below 50°F (10°C) during application or within 24 hours after application. Do not apply concrete pickleball court surface color coating system when rain is expected during application or within 24 hours after application.

Materials:

- a. Concrete Pickleball Court Surface Color Coating System shall be equivalent to SportMaster Color Coating System as manufactured by: SportMaster Sport Surfaces, PO Box 2277, 2520 South Campbell Street, Sandusky, Ohio 44870 (www.sportmaster.net). System shall include:
- b. Crack Sealant: SportMaster "Crack Magic".
 - i. 100 percent acrylic emulsion elastomeric crack sealant.
 - ii. Seals cracks and expansion joints up to 1/2 inch wide in concrete pavement.
- c. Crack Filler: SportMaster "Acrylic Crack Patch".
 - i. 100 percent acrylic emulsion trowel-grade crack filler.
 - ii. Fills cracks in concrete pavement up to 1 inch wide.
- d. Patch Binder: SportMaster "Acrylic Patch Binder".
 - i. 100 percent acrylic emulsion liquid binder.
 - ii. Mix on-site with sand and cement.
 - iii. Levels and repairs low spots and depressions up to 3/4 inch deep in concrete pavement.
 - iv. Fills Cracks in concrete up to 1" in width.
- e. Adhesion Promoter: SportMaster "Acrylic Adhesion Promoter".
 - i. Acrylic emulsion primer.
 - ii. Primes concrete surface and promotes adhesion of color coating system materials.
- f. Filler Course: SportMaster "Acrylic Resurfacer".
 - i. 100 percent acrylic emulsion resurfacer.

- ii. Mix on-site with silica sand.
 - iii. Apply to adhesion promoter or previously colored acrylic surfaces in preparation of color coating system.
- g. Color Coating: SportMaster “ColorPlus System”.
 - i. 100 percent acrylic emulsion coating.
 - ii. Mix on-site with silica sand and water.
 - iii. Colors: Match existing Hesse Park courts south of project
- h. Line Markings Primer: SportMaster “Stripe-Rite”.
 - i. 100 percent acrylic emulsion primer, clear drying.
 - ii. Primes line markings and prevents bleed-under for sharp lines.
- i. Line Paint: SportMaster “Textured Line Paint”.
 - i. Pigmented, 100 percent acrylic emulsion line paint.
 - ii. Line marking on concrete pickleball courts.
 - iii. Color: White.

Surface Preparation:

- a. Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with concrete pickleball court surface color coating system.
- b. Prepare surfaces in accordance with manufacturer’s instructions.
- c. New Concrete:
 - i. Cure new concrete surfaces a minimum of 28 days before application of concrete pickleball court surface color coating system.
 - ii. Provide medium broom finish or similar roughened texture.
 - iii. Do not steel trowel finish.
 - iv. Acid etch surface per manufacturers specifications, then rinse thoroughly.
- d. Remove dirt, dust, debris, oil, grease, sealers, curing compounds, vegetation, loose coatings, loose materials, and other surface contaminants which could adversely affect application of concrete pickleball court surface color coating system. Pressure wash entire surface.
- e. Repair cracks, depressions, and surface defects in accordance with manufacturer’s instructions before application of color coating.
- f. Repair spalled areas and level depressions 1/8 inch and deeper with patch binder in accordance with manufacturer’s instructions.
- g. Apply adhesion promoter over entire concrete surface in accordance with manufacturer’s instructions.
- h. Apply 1 coat of filler course to provide smooth underlayment for application of color coating.
- i. Ensure surface repairs are flush and smooth to adjoining surfaces.

Application:

- a. Apply concrete pickleball court surface color coating system in accordance with manufacturer’s instructions at locations indicated on the Drawings.
- b. Mix materials in accordance with manufacturer’s instructions.
- c. Apply Filler Course and Color Coating with a 50-60 durometer, soft rubber squeegee.
- d. Filler Course:
 - i. Apply 1 coat on new concrete or existing acrylic surfaces with minimal repairs.
 - ii. Apply 2 coats on existing acrylic surfaces with extensive cracks or low spot repair.

- e. Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with manufacturer's instructions.
- f. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.

Line Markings:

- a. Lay out pickleball court line markings in accordance with USAPA Rules of Pickleball.
- b. Apply line markings primer, after masking tape has been laid, to seal voids between masking tape and pickleball court surface to prevent bleed-under when line paint is applied.
- c. Apply a minimum of 1 coat of line paint in accordance with manufacturer's instructions.

Protection:

- a. Allow a minimum of 24 hours curing time before opening pickleball courts for play.
- b. Protect applied concrete pickleball court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Substantial Completion.

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2024

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

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-22) (Revised 1-1-24)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
202 Earth and Rock Excavation	1
204 Borrow and Furnished Excavation	2
207 Porous Granular Embankment	3
211 Topsoil and Compost	4
407 Hot-Mix Asphalt Pavement (Full-Depth)	5
420 Portland Cement Concrete Pavement	6
502 Excavation for Structures	7
509 Metal Railings	8
540 Box Culverts	9
542 Pipe Culverts	29
586 Granular Backfill for Structures	34
630 Steel Plate Beam Guardrail	35
644 High Tension Cable Median Barrier	36
665 Woven Wire Fence	37
782 Reflectors	38
801 Electrical Requirements	40
821 Roadway Luminaires	43
1003 Fine Aggregates	44
1004 Coarse Aggregates	45
1010 Finely Divided Minerals	46
1020 Portland Cement Concrete	47
1030 Hot-Mix Asphalt	48
1061 Waterproofing Membrane System	49
1067 Luminaire	50
1097 Reflectors	57



Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
City of O'Fallon	St. Clair	

Check this box for lettings prior to 01/01/2024.

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

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	59
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	62
3	<input type="checkbox"/> EEO	63
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	73
5	<input type="checkbox"/> Required Provisions - State Contracts	78
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	84
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	85
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	86
9	<input type="checkbox"/> Construction Layout Stakes	87
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	90
11	<input type="checkbox"/> Subsealing of Concrete Pavements	92
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	96
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	98
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	99
15	<input type="checkbox"/> Polymer Concrete	101
16	<input type="checkbox"/> Reserved	103
17	<input type="checkbox"/> Bicycle Racks	104
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	106
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	108
20	<input type="checkbox"/> English Substitution of Metric Bolts	109
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	110
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	111
23	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	119
24	<input type="checkbox"/> Reserved	135
25	<input type="checkbox"/> Reserved	136
26	<input type="checkbox"/> Temporary Raised Pavement Markers	137
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	138
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	141
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	145
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	148
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	150
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	151

Local Public Agency

County

Section Number

City of O'Fallon

St. Clair

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

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	153
LRS 2	<input type="checkbox"/> Furnished Excavation	154
LRS 3	<input type="checkbox"/> Work Zone Traffic Control Surveillance	155
LRS 4	<input type="checkbox"/> Flaggers in Work Zones	156
LRS 5	<input type="checkbox"/> Contract Claims	157
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	158
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	164
LRS 8	Reserved	170
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	171
LRS 10	Reserved	175
LRS 11	<input checked="" type="checkbox"/> Employment Practices	176
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	178
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	180
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	181
LRS 15	<input type="checkbox"/> Partial Payments	184
LRS 16	<input type="checkbox"/> Protests on Local Lettings	185
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	186
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	187
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	188

BDE SPECIAL PROVISIONS
For the January 19 and March 8, 2024 Lettings

The following special provisions indicated by a “check mark” are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

File Name	#		Special Provision Title	Effective	Revised	
	80099	1	<input type="checkbox"/>	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	<input type="checkbox"/>	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	<input type="checkbox"/>	Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173	4	<input type="checkbox"/>	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	<input type="checkbox"/>	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
*	80241	6	<input type="checkbox"/>	Bridge Demolition Debris	July 1, 2009	
*	50531	7	<input type="checkbox"/>	Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	8	<input type="checkbox"/>	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80449	9	<input type="checkbox"/>	Cement, Type II	Aug. 1, 2023	
	80384	10	<input type="checkbox"/>	Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11	<input type="checkbox"/>	Completion Date (via calendar days)	April 1, 2008	
*	80199	12	<input type="checkbox"/>	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80453	13	<input type="checkbox"/>	Concrete Sealer	Nov. 1, 2023	
	80261	14	<input type="checkbox"/>	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	15	<input type="checkbox"/>	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029	16	<input type="checkbox"/>	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	17	<input type="checkbox"/>	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452	18	<input type="checkbox"/>	Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80447	19	<input type="checkbox"/>	Grading and Shaping Ditches	Jan. 1, 2023	
	80433	20	<input type="checkbox"/>	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443	21	<input type="checkbox"/>	High Tension Cable Median Barrier Removal	April 1, 2022	
	80456	22	<input checked="" type="checkbox"/>	Hot-Mix Asphalt	Jan. 1, 2024	
	80446	23	<input type="checkbox"/>	Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	24	<input type="checkbox"/>	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80045	25	<input type="checkbox"/>	Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80450	26	<input type="checkbox"/>	Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80441	27	<input type="checkbox"/>	Performance Graded Asphalt Binder	Jan. 1, 2023	
	80451	28	<input checked="" type="checkbox"/>	Portland Cement Concrete	Aug. 1, 2023	
*	34261	29	<input type="checkbox"/>	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80455	30	<input checked="" type="checkbox"/>	Removal and Disposal of Regulated Substances	Jan. 1, 2024	
	80445	31	<input type="checkbox"/>	Seeding	Nov. 1, 2022	
	80448	32	<input type="checkbox"/>	Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340	33	<input type="checkbox"/>	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	34	<input type="checkbox"/>	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	35	<input type="checkbox"/>	Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	36	<input checked="" type="checkbox"/>	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	37	<input type="checkbox"/>	Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
	80435	38	<input type="checkbox"/>	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410	39	<input type="checkbox"/>	Traffic Spotters	Jan. 1, 2019	
*	20338	40	<input type="checkbox"/>	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	41	<input type="checkbox"/>	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	42	<input type="checkbox"/>	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80302	43	<input type="checkbox"/>	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80454	44	<input type="checkbox"/>	Wood Sign Support	Nov. 1, 2023	
	80427	45	<input checked="" type="checkbox"/>	Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	46	<input type="checkbox"/>	Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions are in the 2024 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80436	Blended Finely Divided Minerals	Articles 1010.01 & 1010.06	April 1, 2021	
80440	Waterproofing Membrane System	Article 1061.05	Nov. 1, 2021	

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

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

City of O'Fallon

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets
SPECIAL PROVISION
FOR
CONSTRUCTION AND MAINTENANCE SIGNS

Effective: January 1, 2004
Revised: June 1, 2007

All references to Sections or Articles in this specification shall be construed to mean a specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

701.14. Signs. Add the following paragraph to Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.