

**CITY OF MASCOUTAH**

**LOW BID  
DESIGN-BUILD  
REQUEST FOR PROPOSAL**

**For**

**Poplar Street Reconstruction  
6<sup>th</sup> Street to Jefferson Street**

**BID DATE: August 22, 2017; 10:00 a.m.**

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- Attachments:** Local Public Agency Formal Contract Proposal (Return with Bid Proposal)  
Local Agency Bid Bond (Return with Bid Proposal)  
Project Location Map

## **I. Introduction.**

### **Definitions:**

**Department** means State of Illinois Department of Transportation.

**Local Agency** means City of Mascoutah, Illinois.

The City of Mascoutah has issued this Request for Proposal (RFP) to solicit competitive Bids and Proposals from Proposers for Poplar Street Reconstruction from 6<sup>th</sup> Street to IL Route 4 (Jefferson Street).

### **Description of Work**

Reconstruction of Poplar Street from 6<sup>th</sup> Street to IL Route 4 (Jefferson Street) including hot-mix asphalt pavement, concrete curb and gutter, driveways, sidewalks, storm sewers, drainage structures, and other necessary collateral work required to complete the project.

The intent of this Project is to replace, repair or rehabilitate all deficiencies within the Project limits such that maintenance work required upon Final Acceptance is limited to routine work.

### **A. Design-Build Responsibility**

The Design-Build Firm shall be responsible for survey, design, acquisition of all permits not acquired by the Local Agency, any and all information required to modify permits acquired by the Local Agency, maintenance of traffic, demolition, and construction on or before the Project completion date indicated in the Proposal. The Design-Build Firm will coordinate all utility relocations.

The Design-Build Firm shall be responsible for compliance with Design and Construction Criteria (Section VI) which sets forth requirements regarding survey, design, construction, and maintenance of traffic during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public.

If changes are proposed to the configuration, the Design-Build Firm shall be responsible for preparing the necessary documentation required for the Local Agency to analyze and satisfy requirements to obtain approval of the Local Agency. The Design-Build Firm shall provide the required documentation for review and processing.

The Design-Build Firm shall examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the Project will be given to the Local Agency Project Manager.

The Design-Build Firm shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base their bid on their own opinion of the conditions likely to be encountered. The submission of a proposal is prima facie evidence that the Design-Build Firm has made an examination as described in this provision.

The Design-Build Firm shall demonstrate good Project management practices while working on this Project. These include communication with the Local Agency and others as necessary, management of time and resources, and documentation.

### **B. Local Agency Responsibility**

The Local Agency will provide contract administration, management services, construction engineering inspection services, and quality acceptance reviews of all work associated with the development and preparation of the contract plans, permits, and construction of the improvements. The Local Agency will provide job specific information and/or functions as outlined in this document.

This Request for Proposal does not commit the Local Agency to make studies or designs for the preparation of any proposal, nor to procure or contract for any articles or services.

## **II. Schedule of Events.**

Below is the current schedule of the remaining events that will take place in the selection process. The Local Agency reserves the right to make changes or alterations to the schedule as the Local Agency determines is in the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the Local Agency, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

<b>Date</b>	<b>Event</b>
8/8/17	Deadline for submittal of questions.
8/15/17	Deadline for the Local Agency to respond to questions submitted by the Design-Build Firms prior to the submittal of the Proposal.
8/22/17	Technical Proposals and Price Proposals due in Local Agency Office by 10:00 a.m. local time.
09/04/17	Anticipated Award Date
09/18/17	Anticipated Execution Date

## **III. Threshold Requirements.**

### **A. Qualifications**

Proposers are required to be pre-qualified with IDOT in all work types required for the Project.

**B. Joint Venture Firm**

Two or more Firms submitting as a Joint Venture must submit a Declaration of Joint Venture and Power of Attorney Form prior to the deadline for receipt of Proposals.

If the Proposer is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the Proposal. The Proposal shall clearly identify who will be responsible for the engineering, quality control, and construction portions of the Work.

**C. Bidding Requirements and Conditions for Contract Proposals**

All proposals must be accompanied by a Proposal Guaranty in the amount of 5% of the total bid amount in the form of a Cashier's Check made payable to the Treasurer of the City of Mascoutah or a Bid Bond payable to the City of Mascoutah.

The City of Mascoutah reserves the right to waive technicalities and to reject any or all proposals and to select the lowest or best bid.

This project is subject to the State of Illinois Prevailing Wage Act. Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (IDOL) at 217-782-6206 and information may be viewed at their website <http://www.state.il.us/agency/idol/>.

All bid proposals shall be marked to clearly indicate its contents and when sent by mail, sealed proposals shall be addressed to the City Clerk as noted herein.

All proposals shall be filed prior to the time and at the place specified herein and all proposals received after the time specified will be returned to the bidder unopened.

The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

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.

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. If the 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.

**D. Question and Answer**

All questions about the meaning or intent of the RFP are to be directed, in writing, to the City Engineer. Interpretations or clarifications considered necessary by the City Engineer in response to such questions will be issued by Addenda mailed, faxed or delivered to all parties recorded by the City Engineer as having received the RFP. Questions received less than two weeks prior to the date for opening of the Low Bid Design-Build Proposals may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarification will be without legal effect.

### **E. Protest Rights**

Except for apprenticeship and training certification issues, all protests shall be handled according to Sections 6.390 through 6.440 of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. For the purpose of a protest under this provision, a representative of the awarding local authority executing the contract will perform the functions of the Chief Procurement Officer (CPO) and the State Purchasing Officer (SPO).

### **F. Non-Responsive Proposals**

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Proposal may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, firm, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Build Firms for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

The Local Agency will not give consideration to tentative or qualified commitments in the proposals. For example, the Local Agency will not give consideration to phrases as "we may" or "we are considering" in the evaluation process for the reason that they do not indicate a firm commitment.

### **G. Waiver of Irregularities**

The Local Agency may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the Local Agency's interest and will not affect the Price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

1. Any design submittals that are part of a Proposal shall be deemed preliminary only.
2. Preliminary design submittals may vary from the requirements of the Design and Construction Criteria.
3. In no event will any such elections by the Local Agency be deemed to be a waiving of the Design and Construction Criteria.

4. The Proposer who is selected for the Project will be required to fully comply with the Design and Construction Criteria for the Price Bid, regardless that the Proposal may have been based on a variation from the Design and Construction Criteria.
5. Proposers shall identify separately all innovative aspects as such in the Technical Proposal. An innovative aspect does not include revisions to specifications or established Local Agency policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, use of new products, new uses for established products, etc.
6. The Proposer shall obtain any necessary permits or permit modifications not already provided.
7. Those changes to the Design Concept may be considered together with innovative construction techniques, as well as other areas, as the basis for grading the Technical Proposals in the area of innovative measures.

#### **H. Modification or Withdrawal of Proposal**

Proposers may modify or withdraw previously submitted Proposals at any time prior to the Proposal due date. Requests for modification or withdrawal of a submitted Proposal shall be in writing and shall be signed in the same manner as the Proposal. Upon receipt and acceptance of such a request, the entire Proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in sealed envelope to be opened at the same time as the Proposal provided the change is submitted prior to the Proposal due date.

#### **I. Design-Build Contract**

The Local Agency will enter into a Lump Sum contract with the successful Design-Build Firm. In accordance with Section V, the Design-Build Firm will provide a schedule of values to the Local Agency for their approval. The total of the Schedule of Values will be the lump sum contract amount.

The terms and conditions of this contract are fixed Price and fixed time. The Design-Build Firm's submitted Bid (time and cost) is to be a lump sum Bid for completing the scope of work detailed in the Request for Proposal.

### **IV. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK.**

#### **A. Governing Regulations:**

The services performed by the Design-Build Firm shall be in compliance with all applicable Manuals and Guidelines including the City of Mascoutah, Illinois Department of Transportation, FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place and adopted by the Local Agency at the date of advertisement of this contract. The Design-Build Firm shall use the edition of the Standard Specifications for Road and Bridge Construction, Special Provisions and Supplemental Specifications, Design Standards and Design Standard Modifications that is in effect at the time the Bid Price Proposals are due in the Local Agency Office. The Design-Build Firm shall use the 2009 edition of the MUTCD. It shall be the Design-Build Firm's responsibility to acquire



and utilize the necessary manuals and guidelines that apply to the work required to complete this Project. The services will include preparation of all documents necessary to complete the Project as described in Section I of this document.

1. Illinois Department of Transportation, Bureau of Local Roads and Streets Manual
2. Illinois Department of Transportation Design Standards
3. Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, Special Provisions and Supplemental Specifications
4. Illinois Department of Transportation, Survey Manual
5. Illinois Department of Transportation, Drainage Manual
6. Illinois Department of Transportation, Geotechnical Manual
7. AASHTO – A Policy on Geometric Design of Highways and Streets
8. MUTCD - 2009
9. Illinois Accessibility Code
10. PROWAG (Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way)
11. Guidelines for Outdoor Developed Areas
12. DOJ/DOT Joint Technical Assistance on the Title II of the American with Disabilities Act Requirements
13. Illinois Department of Transportation, Manual of Test Procedures for Materials
14. Illinois Department of Transportation, Project Procedures Guide
15. Illinois Department of Transportation, Bureau of Design And Environment Manual, Chapter 41, Construction Site Storm Water Pollution Control

**B. Innovative Aspects:**

All innovative aspects shall be identified separately as such in the Technical Proposal.

An innovative aspect does not include revisions to specifications, standards or established Local Agency policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, etc.

**C. Local Agency Commitments:**

The Design-Build Firm will be responsible for adhering to the project commitments identified below:

There are no project commitments.

**D. NPDES Permits:**

**1. Storm Water Pollution Prevention Plan:**

The Design-Build Firm will be required to prepare a Storm Water Pollution Prevention Plan in accordance with IDOT Bureau of Local Roads Manual Chapter 7.

**2. Permits:**

The Design-Build Firm will be required to obtain a National Pollutant Discharge Elimination System Permit in accordance with IDOT Bureau of Local Roads Manual Chapter 7.

The Design-Build Firm will be required to pay all permit fees. Any fines levied by permitting agencies shall be the responsibility of the Design-Build Firm.

**E. Survey:**

The Design-Build Firm shall perform all surveying services necessary to complete the Project. Survey services must also comply with all pertinent Illinois Statutes and in accordance with the Illinois Department of Transportation. All field survey data will be furnished to the Local Agency in a Local Agency approved digital format, readily available for input and use in CADD Design files.

The Design-Build Firm shall provide final Right-of-Way survey and mapping services for the Project. The scope of work shall include performing appropriate Right-of-Way survey for the proposed Project, including mainline alignment, side streets as needed, as well as all Right-of-Way interests.

The Design-Build Firm shall provide final Right-of-Way maps. These maps and any associated sketches, legal descriptions and all associated necessary documentation, field data collection and any other supporting documentation shall be included as part of the Construction Set of plans submitted by the Design Build Firm.

The Design-Build Firm shall perform all construction layout and staking necessary to complete the project.

**F. Verification of Existing Conditions:**

The Design-Build Firm shall be responsible for verification of existing conditions, including research of all existing Local Agency records and other information.

By execution of the contract, the Design-Build Firm specifically acknowledges and agrees that the Design-Build Firm is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Design-Build Firm and that any information is being provided merely to assist the Design-Build Firm in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

**G. Submittals:**

**1. Component Submittals:**

The Design-Build Firm may submit components of the contract plans set instead of submitting the entire contract plan set; however, sufficient information from other components must be provided to allow for a complete review.

**2. Phase Submittals:**

The Design-Build Firm shall provide the documents for each phase submittal listed below to the Local Agency's Project Manager. The particular phase shall be clearly indicated on the documents. The Local Agency's Project Manager will review and provide comments. Once all comments requiring a response from the Design-Build Firm have been satisfactorily resolved as determined by the Local Agency, the Local Agency's Project Manager will release the plans and specifications for construction.

**90% Phase Submittal**

- One copy of 11" X 17" plans
- One copy of design documentation
- One copy of Technical Special Provisions
- Reviewer's comments and comment responses

**Final Submittal**

- Two sets of signed and sealed 11" X 17" plans
- One set of signed and sealed design documentation
- Two signed and sealed copies of Construction Specifications Package or Supplemental Specifications Package
- Reviewer's comments and comment responses

The Design-Build Firm shall provide a list of all changes made to the plans or specifications that were not directly related to the 90% plans review comments. Significant changes (as determined by the Local Agency) made as a part of the Final submittal, that were not reviewed or provided in response to the 90% submittal comments, may require an additional review phase prior to releasing the plans or specifications for construction.

**3. Requirements to Begin Construction:**

The Design-Build Firm may choose to begin construction prior to completion of the Phase Submittals and the Local Agency releasing the plans and specifications for construction. To begin construction the Design-Build Firm shall submit signed and sealed plans for the specific activity; submit a signed and sealed Construction Specifications Package or Supplemental Specifications Package; obtain regulatory permits as required for the specific activity; obtain utility agreements and permits, if applicable; and provide five (5) days notice before starting the specific activity. The plans to begin construction may be in any format including report with details, 8 1/2" X 11" sheets, or 11" X 17" sheets, and only the information needed by the Design-Build Firm to construct the specific activity needs to be shown. Beginning construction prior to the Local Agency releasing the plans and specifications for construction does not reduce or eliminate the Phase Submittal requirements.

### **As-Built Set:**

The Design-Build Firm's Professional Engineer in responsible charge of the Project's design shall professionally endorse (sign and seal) the As-Built Plans, the special provisions, and all reference and support documents.

The Design-Build Firm shall complete the As-Built Plans as the Project is being constructed. All changes made subsequent to the "Released for Construction" Plans shall be signed/sealed by the EOR. The As-Built Plans shall reflect all changes initiated by the Design-Build Firm or the Local Agency in the form of revisions. The As-Built Plans shall be submitted prior to Project completion for Local Agency review and acceptance as a condition precedent to the Local Agency's issuance of Final Acceptance.

The Local Agency shall review and accept the As-Built Plans prior to issuing Final Acceptance of the project in order to complete the As-Built Plans.

The Design-Build Firm shall furnish to the Local Agency, upon Project completion, the following:

- 1 set of 11" X 17" signed and sealed plans
- 1 set of 11 "X 17" copies of the signed and sealed plans
- 1 set of final documentation (if different from final component submittal)

### **H. Contract Duration:**

The Design-Build Firm shall establish the contract duration for the subject Project. In no event shall the contract duration exceed 180 calendar days. The schedule supporting the proposed contract duration will be submitted with the Technical and Price Proposal and should identify if the work activity durations are based on calendar days or working days. The official Proposed Contract Time will be the one submitted with the Technical and Price Proposal.

### **I. Project Schedule:**

The Design-Build Firm shall submit a Project schedule which supports the established contract duration submitted as part of the Proposal.

The Design-Build Firm's Schedule shall allow for up to ten (10) calendar days (excluding weekends and Local Agency observed Holidays) review time for the Local Agency review of all submittals.

The minimum number of activities shall be those listed in the payout schedule and those listed below:

- Anticipated Award Date
- Design Submittals
- Design Survey
- Design Reviews by the Local Agency
- Design Review / Acceptance Milestones
- Start of Construction
- Clearing and Grubbing
- Roadway Design
- Roadway Construction
- Erosion Control
- Holidays and Special Events (shown as non-work days)

- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

**J. Key Personnel/Staffing:**

The Design-Build Firm's work shall be performed and directed by key personnel identified in the Technical Proposal by the Design-Build Firm. In the event a change in key personnel is requested, the Design-Build Firm shall submit the qualifications of the proposed key personnel and include the reason for the proposed change. Any changes in the indicated personnel shall be subject to review and approval by the Local Agency. The Local Agency shall have sole discretion in determining whether or not the proposed substitutions in key personnel are comparable to the key personnel identified in the technical proposal.

**K. Partner/Teaming Arrangement:**

Partner/Teaming Arrangements of the Design-Build Firm (i.e., Prime Contractor or Lead Design Firm) cannot be changed after submittal of the Letter of Interest without written consent of the Local Agency. In the event a change in the Partner/Teaming Arrangement is requested, the Design-Build Firm shall submit the reason for the proposed change. Any changes in the Partner/Teaming Arrangement shall be subject to review and approval by the Local Agency. The Local Agency shall have sole discretion in determining whether or not the proposed substitutions in Partner/Teaming Arrangements are comparable to the Partner/Teaming Arrangements identified in the Letter of Interest and/or Technical Proposal.

**L. Meetings and Progress Reporting:**

The Design-Build Firm shall anticipate periodic meetings with Local Agency personnel and other agencies as required for resolution of design and/or construction issues. These meetings may include:

- Local Agency Technical issue resolution
- Local government agency coordination
- Maintenance of Traffic Workshop
- Pavement Design Meeting
- Permit agency coordination
- Scoping Meetings

During design, the Design-Build Firm shall meet with the Local Agency Project Manager on a monthly basis and provide a month look ahead of the activities to be completed during the upcoming month.

During construction, the Design-Build Firm shall meet with the Local Agency Project Manager on a weekly basis and provide a one-week look ahead for activities to be performed during the coming week.

The Design-Build Firm shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

**M. Schedule of Values:**

The Design-Build Firm is responsible for submitting estimates requesting payment. Estimates requesting payment will be based on the completion or percentage of completion of tasks as defined in the schedule of values. Final payment will be made upon final acceptance by the Local Agency of the Design-Build Project. The Design-Build Firm must submit the schedule of values to the Local Agency for approval.

No estimates requesting payment shall be submitted prior to Local Agency approval of the schedule of values.

Upon receipt of the estimates requesting payment, the Local Agency's Project Manager will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

**N. Construction Engineering and Inspection:**

The Local Agency is responsible for providing Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.

**O. Testing:**

The Design-Build Contractor shall provide materials testing at the frequency specified in the IDOT Project Procedures Guide and in accordance with the IDOT Manual of Test Procedures for Materials for all materials incorporated into the project. The Local Agency or its representative will perform verification and resolution testing services in accordance with the latest Specifications.

**P. Value Added:**

The Design-Build Firm shall develop the Value Added criteria, measurable standards, and remedial work plans in the Design-Build Firm's Technical Proposal for features proposed by the Design-Build Firm.

**Q. Adjoining Construction Projects:**

The Design-Build Firm shall be responsible for coordinating construction activities with other construction Projects that are impacted by or impact this Project. This includes Projects under the jurisdiction of local governments, the Local Agency, or other regional and state agencies.

**R. Use of Local Agency Owned Right-of-Way**

Use of Local Agency owned Right-of-Way by the Design-Build Firm for the purpose of equipment or material storage, lay-down facilities, pre-cast material fabrication sites, batch plants for the production of asphalt, concrete or other construction related materials, etc. shall require advance approval by the Local Agency. Use of Local Agency owned Right-of-Way by the Design-Build Firm for these purposes is expressly limited to the Project(s) referenced in this RFP.

**V. Design and Construction Criteria.**

**A. General:**

All design and construction work completed under the Contract shall be in accordance with the United States Standard Measures.

**B. Utility Coordination:**

The Design-Build Firm shall coordinate the design and construction with utility companies to determine the best course of action to avoid impacts to existing utilities and to plan for any required utility adjustments.

**C. Roadway Plans:**

**General:**

The Design-Build Firm shall prepare the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Permits and other necessary documents.

**Design Analysis:**

The Design-Build Firm shall develop and submit a signed and sealed Typical Section Package and Drainage Analysis Report for review and concurrence by the Local Agency. These packages shall include the following:

**1. Typical Section Package:**

- Roadway Typical Section(s)
  1. Pavement Description
    - (a) Excavation of existing oil & chip pavement structure and subgrade to required depth
    - (b) Triaxial Geogrid Reinforcement on prepared subgrade
    - (c) Minimum 6" Aggregate Base Course, Type A
    - (d) Minimum 5" HMA Binder Course, IL-19.0, N70
    - (e) Minimum 2" HMA Surface Course, Mix "C", N70
  2. Minimum lane width: 13-feet at 2% cross-slope
  3. Concrete gutter, 2-feet wide with dimensions/slopes to be approved by the Local Agency
  4. Sidewalks 5-feet wide on the north side
  5. Cut and fill slopes maximum 1V:3H
  6. Right-of-Way (existing and proposed, if necessary)

**2. Drainage Analysis:**

The Design-Build Firm shall prepare the drainage design in accordance with the IDOT Drainage Manual with a 10-year design storm for storm sewer. Inlets shall be placed at all sumps and on-grade at an approximate spacing of 200-feet. Drainage design may be adjusted after the start of design and construction as needed to fit the existing conditions at the direction of the Local Agency.

**D. Geometric Design:**

The Design-Build Firm shall prepare the geometric design for the Project using the design standards and criteria that are most appropriate with proper consideration given to the design traffic volumes, adjacent land use, design consistency, aesthetics, ADA requirements, and this document. The design elements shall

include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, median widths, cross slopes, curb and gutter, concrete v-gutter, concrete driveway aprons, concrete sidewalks, borders, sight distance, side slopes, front slopes and ditches. The geometric design developed by the Design-Build Firm shall be an engineering solution that is not merely an adherence to the minimum AASHTO, IDOT, or Local Agency standards. The design shall be presented on typical roadway plan layouts on minimum 11" x 17" sheets including but not being limited to, cover, general notes, removals, plan and profiles, drainage plan and profiles, erosion and sediment control, intersection details, miscellaneous details, and cross sections.

**E. Design Documentation, Computations and Quantities:**

The Design-Build Firm shall submit to the Local Agency design notes and computations to document the design conclusions reached during the development of the construction plans.

The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to a standard size 8½" x 11". The data shall be in a hard-back folder for submittal to the Local Agency. At the Project completion, a final set of design notes and computations, signed by the Design-Build Firm, shall be submitted with the record set of plans and tracings.

The design notes and calculations shall include, but not be limited to the following data:

1. Design standards and criteria used for the Project
2. Geometric design calculations for horizontal alignments
3. Vertical geometry calculations
4. Documentation of decisions reached resulting from meetings, telephone conversations or site visits
5. Final quantities list

**F. Specifications:**

The Design-Build Firm shall prepare a project specification package in accordance with IDOT procedures. Construction will be governed by the IDOT "Standard Specifications for Road and Bridge Construction" (Standard Specifications). The specification package shall include all appropriate IDOT Supplemental Specifications and Recurring Special Provisions, IDOT DBE Special Provisions, IDOT District 8 Special Provisions, and project specific special provisions. IDOT Highway Standard Details shall apply to this project. The Design-Build Firm shall prepare any project specific details where no appropriate IDOT Standard Detail applies or as directed by the Local Agency.

**G. Shop Drawings:**

The Design-Build Firm shall be responsible for the preparation and approval of Shop Drawings. Shop drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review.

Shop Drawings shall be submitted to the Local Agency and shall bear the stamp and signature of the Design-Build Firm's Engineer of Record (EOR), and Specialty Engineer as appropriate. The Local Agency shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. The Local Agency procedural review of Shop Drawings is to assure that the Design-Build Firm's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The Local Agency review is not



meant to be a complete and detailed review. Upon review of the Shop Drawing, the Local Agency will initial, date, and stamp the drawing “Released for Construction” or “Released for Construction as Noted”.

**H. Sequence of Construction:**

The Design-Build Firm shall construct the work in a logical manner and with the following objectives as guides:

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.
2. Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions and detours for a given traffic movement.
3. Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction activity.
4. Maintain reasonable direct access to adjacent properties at all times.
5. Coordinate with adjacent construction Projects and maintaining agencies.

**I. Storm Water Pollution Prevention Plans (SWPPP):**

The Design-Build Firm shall prepare a Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The Design-Build Firm shall prepare a SWPPP in accordance with IDOT Bureau of Local Roads Manual Chapter 7.

**J. Temporary Traffic Control Plan:**

The Design-Build Firm shall design a safe and effective Temporary Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. Topics to be addressed shall include, but are not limited to, construction phasing, utility relocation, drainage structures, ditches, front slopes, back slopes, and drop offs. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

**K. Signing and Pavement Marking Plans:**

It shall be the Design-Build Firm’s responsibility to field inventory and show all existing signs within the Project limits and address all regulatory, warning and signage along the Project. Existing single and multi-post sign assemblies impacted by construction shall be removed, protected and stored, and reinstalled when construction activities allow. Existing sign assemblies not impacted by construction can remain.

Pavement marking will be limited to stop bars and crosswalks within the Project Limits.

The Design-Build Firm shall comply with the requirements of each jurisdictional authority within the Project limits. Compliance with the jurisdictional authority includes but is not limited to: field reviews, technical meetings, special deliverable, etc. It is the Design-build Firm’s responsibility to verify and comply with all jurisdictional authority’s requirements.

**VI. Technical Proposal Requirements:**

**A. General:**

Each Design-Build Firm being considered for this Project is required to submit a Technical Proposal. The Proposal shall include sufficient information to enable the Local Agency to evaluate the capability of the Design-Build Firm to provide the desired services for the Project.

**B. Submittal Requirements:**

The Technical Proposal shall be bound with tabs labeled for each Section and comply with the information, paper size and page limitation requirements as listed below:

A copy of the "Written Technical Proposal" must also be submitted in PDF format on a CD. The format shall be in Microsoft Word and the file saved in PDF format and must include Bookmarks for each Section. No macros will be allowed. Minimum font size of ten (10) shall be used. Times New Roman shall be the required font type. Graphics, tables, charts and photographs not embedded as part of the text of the Technical Proposal shall be held to a maximum of 5 pages and will be considered as part of the total page count of the Technical Proposal.

The maximum number of pages for the Technical Proposal shall be 15 typed pages. Paper size shall be 8½" x 11", additional larger charts and graphs may be provided if folded neatly to 8½" x 11".

Submit 1 Original, 1 CD, DVD's or Flash Drives containing the Technical Proposal in PDF format and five (5) hard copies of the Technical Proposal to the office of the City Clerk, City of Mascoutah, 3 West Main Street, Mascoutah, IL 62258.

The minimum information to be included:

Section 1: Written Technical Proposal

• **Approach and Understanding of the Project:**

Present a plan for completing the specified work. The plan should address all significant design and construction issues and constraints and should demonstrate efficient use of manpower, materials, equipment, construction schemes, and techniques for completing the project.

• **Staffing:**

- Contractor Name & Applicable Prequalification Work Classes;
- Construction Project Manager;
- Construction Superintendent;
- Consulting Engineer Name and Applicable Prequalified Work Types;
- Subconsultant Name(s) and Applicable Prequalified Work Types;
- Design Project Manager;
- Design Engineer of Record (EOR).

- **Responsible Office:**

Design-Build Firms being considered for this Project may have more than one office location. The office assigned responsibility for the work shall be identified in the Technical Proposal. If different elements of the work will be done at different locations, those locations shall be listed.

Section 2: Proposed Schedule

- Identify if the Schedule is based on Calendar or Working Days
- The minimum information to be included in the summary schedule of anticipated major milestones and their associated phasing as follows:

Anticipated Award Date  
Design Schedule  
Design Reviews by the Local Agency  
Start of Construction  
Construction Milestones  
Construction Phasing Utility Relocations  
Final Completion Date for all Work

**C. Evaluation Criteria:**

The Local Agency shall open all Bids received at a public Bid opening on the date found in Section II of this document. The Local Agency Technical Review Committee will review the Technical Proposal of the lowest Bidder. The Technical Review Committee will then establish if the Technical Proposal is responsive or non-responsive based on the criteria described in this document. If the Proposal is responsive, that Design-Build Firm will be awarded the Project. If the Proposal is found to be non-responsive, the Local Agency Technical Review Committee will review the Technical Proposal of the next lowest Bidder and establish if the Technical Proposal is responsive or non-responsive based on the criteria described in this RFP and so on.

**D. Final Selection Process:**

The Project shall be awarded to the responsive Bidder with the lowest responsive Price Proposal.

**VII. BID PROPOSAL REQUIREMENTS.**

**A. Bid Price Proposal:**

Bid Price Proposals shall be submitted on the Bid Blank form attached hereto and shall include one subtotal lump sum Price for the portion of the project from 6<sup>th</sup> Street to Railway Street, one subtotal lump sum Price for the portion of the project from Railway Street to IL Route 4 (Jefferson Street), and one total combined lump sum Price for the entire Project, along with the number of calendar days within which the Proposer will complete the Project. The total combined lump sum Price shall include all costs for all design, surveys, engineering services, Design-Build Firms quality plan, construction of that portion of the Project, and all other work necessary to fully and timely complete that portion of the Project in accordance with the Contract Documents, as well as all job site and home office overhead, and profit, it being understood that payment of that amount for that portion of the Project will be full, complete, and final compensation for the work required to complete that portion of the Project. One (1) hard copy and

two (2) digital copies of the Price Proposal shall be hand delivered or mailed in a separate sealed package to the following:

The office of the City Clerk  
City of Mascoutah  
3 West Main Street  
Mascoutah, IL 62258

The package shall indicate clearly that it is the Price Proposal and shall identify clearly the Proposer's name, and Project description. The Bid Price Proposal shall be secured and unopened until the date specified for opening of Price Proposals.

RETURN WITH BID

Local Public Agency  
Formal Contract Proposal

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

STATE OF ILLINOIS

COUNTY OF St. Clair  
City of Mascoutah  
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF  
 STREET NAME OR ROUTE NO. Poplar Street  
 SECTION NO. 6<sup>th</sup> Street to IL Route 4 (Jefferson Street)

SPECIFICATIONS (required)

PLANS (required)

**For Municipal Projects**

Submitted/Approved/Passed

*Herald E. Daugherty*

Mayor  President of Board of Trustees  Municipal Official

Date 7/12/17

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

RETURN WITH BID

NOTICE TO BIDDERS

County St. Clair
Local Public Agency City of Mascoutah
Route Poplar Street
Section Number 6th to IL Rte. 4

Sealed proposals for the improvement described below will be received at the office of City Clerk,
3 West Main Street, Mascoutah, IL 62258 until 10:00 AM on August 22, 2017
Address Time Date

Sealed proposals will be opened and read publicly at the office of City Clerk
3 West Main Street, Mascoutah, IL 62258 at 10:00 AM on August 22, 2017
Address Time Date

DESCRIPTION OF WORK

Name Poplar Street Reconstruction Length: feet ( miles)
Location 6th Street to IL Rte 4
Proposed Improvement Poplar Street Reconstruction from 6th Street to IL Route 4 (Jefferson Street) including hot-mix asphalt pavement, concrete curb and gutter, driveways, sidewalks, storm sewers, drainage structures, and other collateral work.

1. Plans and proposal forms will be available in the office of the City Clerk
3 West main Street, Mascoutah, IL 62258
Address

2. Prequalification
If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
a. BLR 12200: Local Public Agency Formal Contract Proposal
b. BLR 12230: Proposal Bid Bond (if applicable)

5. This project is subject to the State of Illinois Prevailing Wage Act. Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (IDOL) at 217-782-6206 and information may be viewed at their website http://www.state.il.us/agency/idol/.

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 St. Clair
Local Public Agency City of Mascoutah
Route Poplar Street
Section Number 6th to IL Rte. 4

1. Proposal of

for the improvement of the above section by the construction of Poplar Street Reconstruction from 6th Street to IL Route 4 (Jefferson Street) including hot-mix asphalt pavement, concrete curb and gutter, driveways, sidewalks, storm sewers, drainage structures, and other necessary collateral work to complete the project.

a total distance of 3,770 feet, of which a distance of 3,770 feet, ( 0.714 miles) are to be improved.

2. The plans for the proposed work are those to be prepared by the Design-Build Contractor and approved by the City of Mascoutah.

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 attached Low Bid Design-Build Request for Proposal.

5. The undersigned agrees to complete the work within working days or by April 30, 2018 unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the amount of 5% of the bid amount will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

City Treasurer of Mascoutah

The amount of the check is ( ).

7. 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. 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.

8. The successful bidder at the time of execution of the contract will be required to obtain and thereafter keep in force insurance coverage in accordance with Article 107.27 of the Standard Specifications for Road and Bridge Construction, and provide a Certificate of Insurance indicating said coverage.

**DESIGN-BUILD BID FORM**

CITY OF MASCOUTAH  
POPLAR STRTEET RECONSTRUCTION  
6<sup>TH</sup> STREET TO IL ROUTE 4

BID DATE: 10:00 AM, August 22, 2017 \_\_\_\_\_

BIDDERS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

**PROJECT:** Poplar Street Reconstruction from 6<sup>th</sup> Street to IL Rte. 4 - Lump Sum \_\_\_\_\_

SUBTOTAL LUMP SUM (6<sup>TH</sup> Street to Railway Street) \_\_\_\_\_

SUBTOTAL LUMP SUM (Railway Street to IL Rte. 4) \_\_\_\_\_

**TOTAL PROJECT LUMP SUM BID** \_\_\_\_\_

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title:



RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	<u>St. Clair</u>
Local Public Agency	<u>City of Mascoutah</u>
Route	<u>Poplar Street</u>
Section Number	<u>6th to IL Rte. 4</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 St. Clair  
Local Public Agency City of Mascoutah  
Route Poplar Street  
Section Number 6th to IL Rte. 4

(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 Poplar Street  
County St. Clair  
Local Agency City of Mascoutah  
Section 6<sup>th</sup> Street to IL Rte. 4

**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) \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature and Title) (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

\_\_\_\_\_  
(Company/Bidder Name)  
\_\_\_\_\_  
(Signature and Title) \_\_\_\_\_  
Date

**BEGIN  
PROJECT**

**END  
PROJECT**

**PROJECT LOCATION  
POPLAR STREET RECONSTRUCTION**

