

VILLAGE OF HOFFMAN ESTATES

BID DOCUMENTS

2020 ROADWAY PAVEMENT MARKINGS

BID DATE:	<i>June 16, 2020</i>
BID TIME:	<i>10:00 a.m., Local Time</i>
BID DEPOSIT:	<i>Required with submission of bid - \$2,000.00 Cashier's Check, Certified Check or Bid Bond Only</i>
PERFORMANCE BOND:	<i>Required of the Successful Bidder After Awarding of Contract</i>

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HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

To Prospective Bidder:

On behalf of the citizens of the Village of Hoffman Estates, I want to extend my thanks for your interest in becoming a part of our Village bid process.

I call your special attention to the Instructions to Bidders section of the attached bid documents. Please be sure that you read thoroughly and fully understand these instructions prior to the preparation of your bid. Note that the instructions call for no deviation from the bid specifications except for those deviations which are listed as such on the vendor's bid detail sheet and which are expressly approved as part of the Village's acceptance of the bid.

All of the equipment and materials described in the bid notice and specified herewith must meet the performance required for heavy-duty municipal, utility, or construction type usage. Unless denoted "No Substitution", the Village minimum required specifications may be exceeded. This is an attempt to insure the non-exclusion of any manufacturer's product from the bidding process. Remember, however, to list all deviations and provide a description of the upgraded item in the proper space provided. Final bid acceptance will be based upon that equipment which is deemed most favorable to the interests of the Village after all bids have been examined and canvassed. Remember, minimum specifications requirements must be met or exceeded.

Please Note:

- a) **A \$2000.00 BID SECURITY DEPOSIT IS REQUIRED.** (See special provisions.)
- b) **A PERFORMANCE BOND IS REQUIRED FROM THE SUCCESSFUL BIDDER.** (See special provisions.)

We encourage you to participate in our bid process and will be happy to answer any questions you may have regarding the accompanying documents. Thank you for your effort, time, be competitive, and good luck.

Questions regarding bid specifications should be directed to John Kovaka, Traffic Operations Supervisor, at 847-490-6800.

Sincerely,

Joseph Nebel
Director Public Works

NOTICE TO BID

VILLAGE OF HOFFMAN ESTATES
Hoffman Estates, IL 60169

The Village of Hoffman Estates Department of Public Works is soliciting bids for:

"2020 ROADWAY PAVEMENT MARKINGS"

Scaled bids will be received by the Office of the Village Clerk, 1900 Hassell Road, Hoffman Estates, Illinois, 60169, (Municipal Building) until 10:00 a.m., local time, June 16th, 2020, at which time they will be publicly opened and read aloud. It is the responsibility of the bidder to meet the specified opening time; and any bid not so received will be returned unopened. Bids must be identified as such on the outside of the sealed envelope. This can be done by label as may be provided by the agency or by marking the envelope "SEALED BID" and with the following information: Company's name, address, item bid, date, and time of opening.

Specifications and complete bid documents may be obtained from the Office of the Village Clerk. Further information regarding this bid may be obtained by contacting John Kovaka, Traffic Operations Supervisor at (847) 490-6800.

The Village of Hoffman Estates reserves the right to waive any/all formalities, or to reject any/all bids and/or parts thereof; and to accept that bid which it deems most favorable to Hoffman Estates after all bids have been examined and canvassed.

By the Order of the Mayor and Board of Trustees of the Village of Hoffman Estates.

May 21, 2020

(date)


Bev Romanoff, Village Clerk

TO BE PUBLISHED ON June 2, 2020 PADOCK PUBLICATIONS

**PROPOSAL FOR:
2020 ROADWAY PAVEMENT MARKINGS**

It is understood that this proposal form, shall constitute a contract for the period of time commencing in April 2020 and terminating the end of November 2020. It is understood that payment will be made in full within thirty (30) days of installation work by the contractor and acceptance of the work by the Village. It is further understood that the Village of Hoffman Estates reserves the right to waive any formality in or to reject in whole or part, any bid, or all bids, including extended service years. All bid prices, for 2020 Roadway Pavement Markings, shall remain firm the entirety of the project. All work must be completed no later than November 30, 2020.

The undersigned having examined all bid documents for this bid call and having visited all bid site locations is aware of all conditions affecting the professional roadway pavement markings requested, and agrees to delivery said specified services for the length of the contract period for the following bid prices.

Total price for labor, materials, and equipment specified in bid documents supplied and installed at various locations throughout the Village are as follows:

2020 Service Year

Vendor Name: _____ Contact Person: _____

2020 PAVEMENT MARKING PAINT				
Item No.	Items	Unit	Quantity	Unit Price
1	Pavement Marking – 4" White (Long Line)	Feet	30,000	
2	Pavement Marking – 4" Yellow (Long Line)	Feet	65,000	
3	Pavement Marking – 6" White	Feet	21,000	
4	Pavement Marking – 6" Yellow	Feet	5,000	
5	Pavement Marking – 6" White (Long Line)	Feet	30,000	
6	Pavement Marking – 12" White	Feet	1,000	
7	Pavement Marking – 24" White	Feet	4,000	
8	Pavement Marking – 4" (Parking Areas including layout)	Feet	10,000	
9	Pavement Marking Letters and Symbols	Sq. Feet	4,000	
10	Mechanical Grinding – 6" Pavement Marking	Sq. Feet	2,000	

Quantities for above pavement markings are bid estimates only. Final payments on all items provided will be based upon unit prices bid multiplied by actual quantity install.

Alternate Bid Prices for 2021 Service Year

Vendor Name: _____ **Contact Person:** _____

2020 PAVEMENT MARKING PAINT Alternate Bid Prices for 2021 Service Year				
Item No.	Items	Unit	Quantity	Unit Price
1	Pavement Marking – 4" White (Long Line)	Feet	30,000	
2	Pavement Marking – 4" Yellow (Long Line)	Feet	65,000	
3	Pavement Marking – 6" White	Feet	21,000	
4	Pavement Marking – 6" Yellow	Feet	5,000	
5	Pavement Marking – 6" White (Long Line)	Feet	30,000	
6	Pavement Marking – 12" White	Feet	1,000	
7	Pavement Marking – 24" White	Feet	4,000	
8	Pavement Marking – 4" (Parking Areas Including layout)	Feet	10,000	
9	Pavement Marking Letters and Symbols	Sq. Feet	4,000	
10	Mechanical Grinding – 8" Pavement Marking	Sq. Feet	2,000	

Quantities for above pavement markings are bid estimates only. Final payments on all items provided will be based upon unit prices bid multiplied by actual quantity install.

Alternate Bid Prices for 2022 Service Year

Vendor Name: _____

Contact Person: _____

2020 PAVEMENT MARKING PAINT Alternate Bid Prices for 2022 Service Year				
Item No.	Items	Unit	Quantity	Unit Price
1	Pavement Marking – 4" White (Long Line)	Feet	30,000	
2	Pavement Marking – 4" Yellow (Long Line)	Feet	65,000	
3	Pavement Marking – 6" White	Feet	21,000	
4	Pavement Marking – 6" Yellow	Feet	5,000	
5	Pavement Marking – 6" White (Long Line)	Feet	30,000	
6	Pavement Marking – 12" White	Feet	1,000	
7	Pavement Marking – 24" White	Feet	4,000	
8	Pavement Marking – 4" (Parking Areas including layout)	Feet	10,000	
9	Pavement Marking Letters and Symbols	Sq. Feet	4,000	
10	Mechanical Grinding – 6" Pavement Marking	Sq. Feet	2,000	

Quantities for above pavement markings are bid estimates only. Final payments on all items provided will be based upon unit prices bid multiplied by actual quantity install.

BIDDER INFORMATION

Bidders Firm Name (Print)

BY: _____
Signed Name and Title

Bidders Address

Print Name and Title

City, State, Zip Code

() _____
Telephone Number

() _____
Fax Number

Please Note:

The bid certification and reference request information appearing on the next two pages is mandatory and must be completed for bid consideration.

By: _____
VILLAGE OF HOFFMAN ESTATES

Acceptance Date

Note: THIS FORM MUST BE NOTARIZED

RETURN WITH BID

**VILLAGE OF HOFFMAN ESTATES
BID CERTIFICATION FORM**

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH THE ILLINOIS CRIMINAL CODE.

I, we hereby certify that _____
(Name of Bidder)

By bidding on this contract, no action has occurred that would result in a violation of 720 1LCS 5/33E
Public Contracts of the Illinois Criminal Code.

Signed: _____

Attest: _____
Notary Public

Name/Title: _____
(Please Print)

Commission expiry: _____

Date: _____

Date: _____

RERERENCES

BIDDER NOTE: Bidder shall provide as many customer references as possible for services **IDENTICAL** to that which *bidder* has proposed within this call for bids.

MANDATORY INFORMATION

BUSINESS: _____
ADDRESS: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
APPROXIMATE DATE: _____

BUSINESS: _____
ADDRESS: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
APPROXIMATE DATE: _____

BUSINESS: _____
ADDRESS: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
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PHONE NUMBER: _____
APPROXIMATE DATE: _____

BUSINESS: _____
ADDRESS: _____
CONTACT PERSON: _____
PHONE NUMBER: _____
APPROXIMATE DATE: _____

SUBSTANCE ABUSE PREVENTION PROGRAM

CERTIFICATE

The undersigned, upon being first duly sworn, hereby certifies to the (Client) _____

_____ that _____
(Contractor) has in place a written Substance Abuse Prevention Program that meets or exceeds the requirements of the State of Illinois P.A. 095-0635, or has a collective bargaining agreement in effect dealing with the subject matter of P.A. 095-0635. The Contractor and Subcontractors will file a copy of the Substance Abuse Prevention Program, or collective bargaining agreement, with the Client prior to any work being conducted on the project.

By: _____
(Name of Contractor)

(Title)

Subscribed and sworn to before me
this _____ day of _____, 20____ My Commission Expires:

Notary Public

SEAL

**VILLAGE OF HOFFMAN ESTATES
DEPARTMENT OF PUBLIC WORKS
INSTRUCTIONS TO BIDDERS**

The general rules and conditions, which follow apply to all bids requested and accepted by the Village of Hoffman Estates unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. Submitting of a bid is assumption that vendor has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. FORMS

Bid forms are furnished. All bids must be submitted on the forms provided, complete and intact, properly signed in ink in the proper spaces, and submitted in a sealed envelope. All bids must be delivered to the Village Clerk, 1900 Hassell Road, Hoffman Estates, Illinois, 60169, prior to the bid opening date and time.

Bids must be identified as such on the outside of the sealed envelope. This can be done by label as may be provided by the agency or by marking the envelope "SEALED BID" and with the following information: Company's name, address, item bid, date and time of opening.

2. ALTERNATE MULTIPLE BIDS/SPECIFICATIONS

The specifications describe the supplies and/or service which the Village feels are necessary to meet the performance requirements of the Village. It is not the desire or the intent to eliminate or exclude any bidder from bidding because of minor deviations, alternates, or changes.

Bidders desiring to bid on items which deviate from these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, **ALTERNATE BIDS MUST BE CLEARLY INDICATED AS SUCH, AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc., shall be referred to that individual so referenced in the Specification section. **Vendors wishing to submit a secondary bid must submit it as an alternate bid. Only one bid per envelope.**

The Village shall be the sole and final judge unequivocally as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm or corporation.

3. RECEIVING OF BIDS

Bids received prior to the time of opening will be securely kept, unopened. The Village Clerk, whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the Village Clerk or the Village for the premature or no opening of a bid not properly addressed and identified, except as otherwise provided by law.

4. LATE BIDS

Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted. These bids will either be refused or returned unopened. It is the bidder's responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified hour will not be accepted regardless of post marked time on the envelope.

3. BIDS BY FAX

Bids must be submitted on the original forms provided by the Village completely intact as issued. Facsimile machine transmitted bids will not be accepted, nor will the Village transmit bid documents to prospective bidders by way of a facsimile machine.

4. ERROR IN BIDS

When an error is made in extending total prices, the unit bid price will govern. Otherwise, the bidder is not relieved from errors in bid preparation. Erasures in bids must be explained over signature of bidder.

5. WITHDRAWAL OF BIDS

A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Village Clerk prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel his bid for a period of sixty (60) calendar days, or such longer time as stated in the bid documents.

6. CONSIDERATION OF BID

No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or had failed to perform faithfully any previous contract with the Village.

The bidder, if requested, shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

7. PRICES

Unit prices shall be shown for each unit on which there is a bid, and shall include all packing, crating, freight, and shipping charges, and cost of unloading at the destination unless otherwise stated in the bid.

Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying State and Village Retailer's Occupation Tax, State Service Occupation Use Tax, and Federal Excise Tax. The Village will supply the successful bidder with its tax exemption number.

Cash discounts will not be considered in determining overall price, but may be used in an overall evaluation.

8. AWARD OR REJECTION

The Village reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the Village. Any bid submitted will be binding for sixty (60) days subsequent to the date of the bid opening.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village of the compensation to the bidder.

ANY EXCEPTIONS NOT TAKEN BY THE BIDDER SHALL BE ASSUMED BY THE VILLAGE TO BE INCLUDED.

A contract will be awarded to the lowest responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the Village to accept the bid. The Village shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

10. PAYMENT

Payment will be made within thirty (30) days after acceptance of the equipment or services by the Village agent, and Bidder's compliance with all stipulations relating to the bid/contract.

11. REQUIREMENTS OF BIDDER

The successful bidder shall, within ten (10) days after notification of the award: a) enter into a contract in writing with the Village covering all matters and things as are set forth in the specifications and his bid; b) carry insurance acceptable to the Village, covering public liability, property damage and workmen's compensation.

12. COMPLIANCE WITH ALL LAWS

All work under the contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

13. CONTRACT ALTERATIONS

No amendment of a contract shall be valid unless made in writing and signed by the Village Manager or his authorized agent.

14. NOTICES

All notices required by the contract shall be given in writing.

15. NONASSIGNABILITY

The Contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village Manager or his authorized agent. Such assignment shall not relieve the contractor from his obligations, or change the terms of the contract.

16. INDEMNITY

The Contractor shall indemnify and save harmless the Village, its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of contractor under this contract, including operations of subcontractors; and the contractor shall, at his own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the contractor shall, at his own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

17. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract and/or supplying of materials, equipment and supplies, bidder must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.

18. REQUIRED INSURANCE

In submission of a bid, the bidder is certifying that he has all insurance coverage's required by law or would normally be expected for bidder's type of business. In addition, the bidder is certifying that he has at least the following insurance coverage's:

<u>Type of Insurance</u>	<u>Liability Limits</u>	
	<u>Occurrence</u>	<u>Aggregate</u>
GENERAL LIABILITY		
Bodily Injury	\$1,000,000	\$3,000,000
Property Damage	1,000,000	3,000,000
Contractual Insurance- Broad Form	1,000,000	3,000,000
AUTOMOBILE LIABILITY		
Bodily Injury	\$1,000,000	\$1,000,000
Property Damage	1,000,000	1,000,000

This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

WORKMEN'S COMPENSATION &
OCCUPATIONAL DISEASES:
Employers Liability Coverage:

Statutory for Illinois
\$1,000,000 per accident

NOTE: The specifications may require higher limits or additional types of insurance coverage's than shown above and the contractor will be required to furnish a certificate of proof of insurance coverage's.

The bidder further agrees to indemnify the Village and save it "harmless" against and from all loss, damage, expense, liability or claim of liability arising out of the performance of the contractor, any subcontractors or his employees in connection with the contract. Contractors and subcontractors are to grant the Village an "additionally insured" status on all applicable insurance policies and provide the Village with original endorsements affecting coverage required by this clause. Said policies will not be canceled unless the Village is provided a thirty (30) day written notice. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses. Nothing contained in the insurance requirement shall be construed as limiting the extent of the contractor's responsibilities for payment of damages resulting from his operations under this agreement.

19. BID PERFORMANCE DEPOSIT

When it is required, it will be so stated elsewhere within this bid package along with the amount required. In all cases where a deposit is required it must accompany the bid. The deposit is to be in the form of a certified check, or a bank cashier's check. All bid performance deposit checks will be retained by the Village until the

bid award is made, at which time the checks will be promptly returned to the unsuccessful bidders. The bid performance deposit check of the successful bidder will be retained until the goods or services have been received or completed/installed and found to be in compliance with the specification or until surety bonding requirements have been satisfied and proof of insurance coverage is provided in accordance with the Special Provisions Section of these specifications.

20. ACCEPTANCE

After the acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the Village, this instruction to bidders, and all other portions of the bid documents, including the specifications, will constitute part of the legal contract between the Village of Hoffman Estates and the successful bidder.

21. DEFAULT

The Village may terminate a contract by written notice of default to the contractor if:

- a. The contractor fails to make delivery of the materials or perform the services within the time specified in the proposal, or
- b. fails to make progress so as to endanger performance of the contract, or
- c. fails to provide or maintain in full force and effect, the liability and indemnification coverage's or performance bond as is required.

If the Village terminates the contract, the Village may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the Village for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

22. SPECIAL CONDITIONS

Wherever special conditions/requirements are written into the Specifications or Special Provisions which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in the Specifications or Special Provisions/Requirement shall take precedence.

23. PERMITS AND LICENSES

The successful bidder shall obtain, at their own expense, all permits and licenses which may be required to complete the contract (where applicable).

24. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the equipment embraced in this contract by the Village or the Public shall constitute an acceptance of work not done in accordance with the contract, or relieve the Contractor of liability in respect to any express warranties or responsibility for failure to comply with the terms of those Contract Documents.

It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Contractor herein appear within the period of one year from the date of completion of all the work mentioned herein and acceptance thereof by the Village of Hoffman Estates, the Contractor will, upon notice from the said Village (which notice may be given by letter to said Contractor to the business address of the Contractor shown in the Proposal), repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other

materials or workmanship satisfactory to said Village, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said workmanship or materials said Village may do so or have same done by others, and said Contractor and surety or sureties on his bond given for the faithful performance of this contract shall be liable to the Village of Hoffman Estates for all damages and expenses occasioned by such failure, refusal or delay.

25. MINIMUM WAGES

All laborers and mechanics employed by Contractors and Subcontractors on construction work for this project shall be paid wages at rates no less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and the Contractors and Subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards.

The Secretary of Labor has, with respect to the labor standards specified in this Section, the 1950 (5 U.S.C. 1332-13) and Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c).

Not less than the prevailing wage shall be paid for labor on the work to be done as required by law.

26. BIDDER'S QUALIFICATIONS

All bidders must submit the following information on or before the time at which the Proposal is required to be submitted:

1. The location and description of the Bidder's permanent place of business.
2. Evidence of ability to provide an efficient and adequate plant for executing the work.
3. List of similar projects carried out by the Bidder.
4. List of projects the Bidder presently has under contract.
5. Any additional evidence tending to show that the bidder is adequately prepared to fulfill the contract.

27. BID CERTIFICATION FORM

All bid submittals must include a signed Bid Certification form (copy included in document) certifying that bidder is in compliance with Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961 regarding Bid Rigging/Rotating.

Illinois State Law Article 33E-3 and 33E-4 states it is unlawful to participate in bid rigging and/or rotating. State law further states it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures.

Therefore, all bidders must certify that they are not barred from bidding on the contract as a result of a violation of State Law 33E-3 and 33E-4, prohibiting bid rigging and/or rotation, and that the bidder is not delinquent in the payment of any tax, unless it is contested in accordance with the procedures established by the appropriate revenue act. **IT IS NECESSARY THAT THIS BE DONE UNDER OATH; THEREFORE, THE FORM INCLUDED WITH BID SUBMITTAL SHEETS MUST BE NOTARIZED.**

7.2 DEVIATIONS

Unless denoted "No Substitution", the Village's minimum required specifications may be exceeded. However, vendors must list all specification deviations and provide a description and/or catalog sheet that fully describes that which they propose to furnish, in lieu of that specified. Final bid acceptance shall be based upon that bid deemed most favorable to the interests of the Village after all bids have been examined and canvassed.

Prevailing Wage

"Bidder shall comply with the requirements of 820 ILCS130/5, Certified payroll"

Certified payroll

(a) While participating on public works, the contractor and each subcontractor shall:

(1) make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project, the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and

(2) submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records identified in paragraph (1) of this subsection (a). The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is an Class B misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification. Any contractor or subcontractor subject to this Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Act and guilty of a Class B misdemeanor. The public body in charge of the project shall keep the records submitted in accordance with this paragraph (2) of subsection (a) for a period of not less than 3 years. The records submitted in accordance with this paragraph (2) of subsection (a) shall be considered public records, except an employee's address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act. The public body shall accept any reasonable submissions by the contractor that meet the requirements of this Section.

(b) Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records identified in paragraph (1) of subsection (a) of this Section to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents. Upon 2 business days' notice, the contractor and each subcontractor shall make such records available at all reasonable hours at a location within this State.

Maintaining All Records and Documents

Consultant agrees to maintain all records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Consultant shall produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Consultant shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Consultant's failure to produce documents or otherwise appropriately respond to a request under the Act, then Consultant shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney's fees and penalties.

"Prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department's official website."

RESOLUTION NO. 143 - 2018

VILLAGE OF HOFFMAN ESTATES

A RESOLUTION SETTING FORTH
PREVAILING HOURLY WAGE RATE
PAID TO EMPLOYEES ENGAGED IN
WORK AWARDED UNDER PUBLIC CONTRACT

WHEREAS, 320 ILCS 1100M requires that the general prevailing hourly wage rate shall be paid to employees engaged in work awarded under public contract; and

WHEREAS, the statutes further provide that these rates be publicly posted and/or kept available for inspection by interested parties and that a certified copy thereof be filed in the office of the Illinois Department of Labor in accordance with 320 ILCS 1100B (effective January 1, 2015);

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, as follows:

Section 1. That it has been ascertained that the wage rates as attached hereto as Exhibit "A" as determined by the Illinois Department of Labor are the prevailing hourly rates during the month of June 2018 being paid to all skilled and unskilled workers engaged in the construction of streets and other projects under the Village of Hoffman Estates jurisdiction from and after this date.

Section 2. That the above information shall not be construed to apply to the prevailing hourly wage rates for employees in Hoffman Estates other than Public Works construction as defined in the Act.

Section 3. That the Village Clerk of the Village of Hoffman Estates is hereby directed to file, on and after July 15, 2018, a certified copy of this Resolution in the Office of the Illinois Department of Labor.

Section 4. That this Resolution shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS 11th day of July, 2018

NAME	AYE	NOY	ABSENT	ASTAYED
Treasurer Karen V. Mills	<u>1</u>	—	—	—
Treasurer Anna Powell	<u>1</u>	—	—	—
Trustee Gary J. Miller	<u>1</u>	—	—	—
Trustee Gary G. Sautter	<u>1</u>	—	—	—
Trustee Michael Green	<u>1</u>	—	—	—
Trustee Gayle Wardenbergh	<u>1</u>	—	—	—
Mayor William D. McLeod	<u>1</u>	—	—	—

APPROVED THIS 11th DAY OF July, 2018

William D. McLeod
Village President

ATTEST:

Karen V. Mills
Village Clerk

**ROADWAY PAVEMENT MARKINGS
2020 SEASON
ADDITIONAL INSTRUCTIONS TO BIDDERS**

INTENT

It is the intent of this Request for Proposal/Bid to outline the Roadway Pavement Marking services required by the Village of Hoffman Estates for the application of paint to the Village owned properties more fully described within the specifications section of these bid documents. *Bid for pavement striping should be based on a cost per Linear Foot as it is unknown at this time as to the exact number of footage to be striped. The exact footages will be measured on proposed cost versus budget allotment available and is anticipated but not guaranteed to be as stated within this Document.*

ALTERNATE BIDS FOR CONTRACT EXTENSION

The Village recognizes the value in the future consideration of the possible extension of the original first year contract with the successful vendor (based upon first year performance and competitive pricing).

Contractors are advised that the bid proposal pages also seeks alternate bid prices to extend the first year contract for each of two (2) separate and unique additional Roadway Pavement Markings seasons, 2021 and 2022.

Interested bidders should tender bids for contract extensions within the spaces provided upon the bid forms. Contract extension bids should be based upon the same scope of service requested for the 2020 season. The Village shall hold the sole option of accepting, or, rejecting any or all primary and/or alternate bids.

Contract extension sums, for upgraded scope of services bids, which may be tendered by bidder as alternate bids should be included within same. Alternate bids must be fully explained, so that they are clear and understandable.

COMPETENCY OF BIDDER

Bidder shall furnish satisfactory evidence of ability to provide the services specified. Bidder shall complete the reference form which is contained within these documents. References, which reflect Roadway Payment Marking maintenance accounts of similar scope and size, as those being specified herein shall be most advantageous to include upon the reference list. REFERENCE INFORMATION REQUESTED **MUST BE FURNISHED!**

Prior to any work performance, upon the project, the successful bidder must furnish the Village Agent in charge of the project a certificate of insurance that states coverage minimums described above. In addition, the Village must be named as a certificate holder and as additionally insured with respect to the required insurance coverage sums.

QUALITY ASSURANCE

Provide at least one person who shall be present at all times during execution of the work called for herein and who shall be thoroughly familiar with the work extent and its best methods for execution, and who shall direct all work performed with respect to this bid call. This individual must have the capacity to speak and understand the English language. This requirement is for the safety of the contractor's personnel in the event the need to expediently and correctly communicate emergency information.

INVALID PROVISIONS

If any part hereof is determined to be invalid by a Court of competent jurisdiction, the remaining terms and conditions hereof shall remain in full force and effect.

FIELD SUPERVISOR

John Kovaka, Traffic Operations Supervisor, shall represent and act for the Village in all matters pertaining to operations, including scheduling and inspections. He may be contacted at the following telephone number Monday thru Friday from 6:30 a.m., to 2:30 p.m., at (847) 490-6800.

VILLAGE AGENT

Joseph Nebel, Director of Public Works, or, his designate, shall represent and act for the Village in all matters pertaining to the bid documents, proposal and contracts in conjunction hereto. He may be contacted at the following telephone number Monday thru Friday from 8:00 a.m., to 4:00 p.m., at (847) 490-6800.

LEGAL AUTHORITY

The Director of Public Works, or, his designee, shall constitute the Village Department of Public Works legal authority relative to the interpretation of any of the sections comprising this bid call.

DEPARTMENT OF PUBLIC WORKS

DETAILED SPECIFICATIONS

General Provisions:

"Daily Work Completion Report" forms, which will be provided to the Contractor, shall be completed and signed by the foreman of each crew on a daily basis. To assist in the orderly administration of this Contract, all completed "Daily Work Completion Report" forms shall be submitted to the Engineer or his appointed representative. Payment will be made on actual field measurements. Failure to comply may result in non-payment for work performed during the subject day.

Eradication areas designated for marking must be inspected and approved by the Field Supervisor. If any marking has been performed without this approval, no payment shall be made for the eradication or the remarking, and revisions as required shall be accomplished at the Contractor's expense.

All work will be inspected prior to payment, and any work found non-conforming shall be corrected immediately at the Contractor's expense.

If the Contractor must cease work on this contract for any reason for a period greater than five days, the Village Agent shall be notified in writing at least 24 hours in advance.

Traffic Control and Protection:

The Contractor shall pursue his work without interruption or interference to traffic, except as herein specified. The Contractor shall provide at his own expense, all signs, cones, barricades, lights, flagmen and such protection to traffic as may be deemed necessary to protect the workman and the motoring public and to protect the newly placed marking from tracking, and vehicles, the public and other property from paint contamination. In addition, occupancy of the traveled way shall take place only between the hours of 7:00 A.M. and 4:30 P.M., Monday through Friday. Work during other hours, Saturdays, Sundays or holidays shall only be performed at the written request and by written permission of the Village.

Traffic control and protection shall conform to Article 107.14 of the "Standard Specifications for Road and Bridge Construction" Illinois Department of Transportation/Adopted January 1, 2009, or, latest revision and to the appropriate standards contained in Part VI, Traffic Control for Street and Highway. Construction, Maintenance, Utility and Emergency Operations of the "Manual on Uniform Traffic Control Devices for Streets and Highways" Millennium Edition, or, latest revision; and the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices" Adopted March, 1990, or latest revision.

Conformance to these traffic control and protection standards will not be paid for as a separate item but will be considered incidental to the contract and no additional compensation will be allowed.

Damage to Existing Appurtenances:

Any damage to facilities or to any other public or private property caused by the Contractor's operation shall be repaired at his expense and to the satisfaction of the owner of the damaged property.

Reimbursement from Third Party for Repairs or Damage:

The Village reserves the right to make recovery from Third Party or Parties for damages to any part of such recovery or recoveries shall inure to the benefit of the Contractor.

To enable the Village to assess damages against Third Party or Parties, the Contractor shall, upon request, furnish the Village an itemized statement of the cost of any repairs to Third Party damage, separating the cost of labor, materials and equipment.

*The Contractor should note that the quantities listed are estimated quantities subject to actual demand and available funds.

Description:

This work shall consist of furnishing and installing reflectorized yellow center lines, no-passing lines, channelizing lines and reflectorized white edge lines, curved lines, parking lane lines, lane lines, left and right auxiliary turn lanes, crosswalks, stop bars, all letters and symbols, and yellow or white curb, median or island marking, parking lot stall lines. With the exception of marking details and material specified in this document, all material and work will be required to conform to the latest "Standard Specifications for Road and Bridge Construction" Illinois Department of Transportation/Adopted January 1, 2009 or the latest revision; "Manual on Uniform Traffic Control Devices for Streets and Highways" Millennium Edition, Federal Highway Administration; "Illinois Supplement to the National Manual on Uniform Traffic Control Devices" Adopted March 1990 or latest revision; and subsequent revisions/supplements to each of the above.

Material:

The specification approved by the State of Illinois, Department of Transportation contained herein for white and yellow Pavement Marking Paint per IDOT T-1095.02 shall apply. The specification approved by the State of Illinois, Department of Transportation contained herein for Glass Beads for pavement markings per IDOT T-1095.07 shall apply.

Installation Requirements:

Painted pavement markings shall be installed in accordance with the following requirements:

1. On all surfaces prior to the application of paint, the contractor shall make certain that the pavement surface is dry and free of dirt, grease and loose paint or any other marking to the satisfaction of the Field Supervisor. The Contractor, prior to the beginning of work, shall advise the Field Supervisor as to his method of cleaning the pavement. He may be required to demonstrate the effectiveness of the proposed method.

1. The finished lines shall be smooth, straight and neat appearing. The edge of a center line or lane line shall be offset a minimum distance of 2 inches from a longitudinal crack or joint. Edge lines shall be approximately 2 inches from the edge of the pavement. The finished center and lane lines shall be straight, with the lateral deviation of any 10 foot line not to exceed 1 inch.
2. Skip-dash center and lane lines shall have a 10' (yellow or white) line and a 30' skip or as otherwise directed by the Field Supervisor.
3. The skip-dash auxiliary lane entrance marking shall consist of a 6" white line, 2' in length with a 6' skip.
4. All marking composed of two or more lines shall have exactly matching terminals.
5. The materials shall meet the requirements set forth in this proposal and shall conform to the requirements of the Illinois Department of Transportation latest edition "Standard Specifications for Road & Bridge Construction". In addition, the material used for fast dry black pavement marking paint (lead free waterborne type) shall be approved and certified for use through the Department of Transportation.
6. The Contractor shall request and secure Village of Hoffman Estates inspection of all stencils fabricated in accordance with the Standards included in this document and which shall prevail over the existing marking. The finished lines, letters and symbols shall be smooth, straight, and neat in appearance and of uniform color and thickness.

Equipment Requirements:

The equipment to be employed for this contract shall meet the following requirements:

1. The application equipment shall be capable of providing a smooth, straight line of the width and pattern required. The application equipment shall be such as to accurately follow road irregularities and produce lines of uniform dimension. Letters, symbols and pavement marking other than edge, lane and center lines may be placed with hand-operated machines. With the approval of the Engineer, hand-operated machines may be employed where only a limited quantity of line is required.
2. Truck mounted equipment shall have a minimum of two (2) paint tanks with a minimum capacity of 50 gallons per tank and a total minimum capacity of 100 gallons. The truck shall have a separate bead dispensing tank.
3. The paint tanks shall be equipped with agitators which shall be in operation at least 50% of the time.
4. All trucks must be equipped with operating rotary beacons and flashing lights visible for a safe distance during the striping operation.
5. The Contractor shall abide by all local ordinances governing the use of this type of equipment.

Subsequent to the award of the contract, the Contractor shall furnish evidence or certification, satisfactory to the Village Agent that the equipment to be used on this contract meets the requirements stated herein. The Department reserves the right to inspect any or all of the required equipment prior to awarding the contract and at any time during the contract.

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shall furnish such facilities as may be required for collecting and forwarding samples, and shall also furnish facilities for testing the material during the process of manufacture, if required. Tests will be made by and at the expense of the Village. Random check samples may be taken at the job site at the discretion of the Engineer.

(d) **Manufacturer's Responsibility:**

(1) The manufacturer shall perform tests on a minimum of one sample per 4,500 kg (10,000 lb) of thermoplastic produced. Minimum tests required shall be a softening point determination and color. Manufacturer's test results shall be submitted along with the thermoplastic sample to the Bureau of Materials and Physical Research.

(2) The manufacturer shall retain the test sample for a minimum period of 18 months.

(3) The manufacturer shall furnish the Bureau of Materials and Physical Research with copies of bills of lading for all material inspected. Bills of lading shall indicate the consignee and destination, date of shipment, lot numbers, quantity, type of material, name and location of source.

(e) **Material Acceptance.** Final acceptance of a particular lot of thermoplastic will be based on the following:

- (1) Compliance of ingredient materials with the specifications.
- (2) Compliance of thermoplastic material with the specifications.
- (3) Manufacturer's test results for each lot of thermoplastic have been received.
- (4) Identification requirements are satisfactory.

(f) **Glass Beads.** The glass beads used as drop on beads with the thermoplastic pavement marking material shall meet the requirements of Article 1095.07 Type B. The beads shall be applied uniformly at a minimum rate of 39 kg/100 sq m (8 lb/100 sq ft).

1095.02 Paint Pavement Markings. All materials shall meet the following paint specification unless a shortage of raw materials precludes the production of paint which will meet the materials portion of this section. If the shortage can be documented to the satisfaction of the Engineer, then an alternate formulation will be allowed. Any alternate formulation must comply with the Bureau of Materials specification M-123 or the latest acceptable alternate to this specification. Copies of these specifications may be obtained from the Engineer of Materials and Physical Research.

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The finished paint shall be formulated and manufactured from first-grade materials. It shall be free from defects and imperfections that might adversely affect the serviceability of the finished product. It shall be completely free from dirt and other foreign material and shall dry within the time specified to a good, tough, serviceable film. The paint shall show no evidence of excessive settling, gelling, skinning, spoilage or livering upon storage in the sealed shipping containers under normal above freezing temperatures within twelve months of delivery. Any settled portion shall be easily brought back into suspension by hand mixing. When the settled portion is brought back into suspension in the vehicle, the paint shall be homogeneous and shall not show a viscosity change of more than 5 KU from the original viscosity. Any paint that has settled within the period of twelve months after delivery to the degree that the settled

portion cannot be easily brought into suspension by hand mixing shall be disposed of by the vendor and immediately replaced with acceptable material entirely at his expense, including handling and transportation charges. The paint, when applied by spraying methods to a bituminous pavement, shall not be discolored due to the solvent action of the paint on the bituminous surface.

(a) Ingredient Materials.

(1) Titanium Dioxide. This material shall comply with the latest revision of the Specification for Titanium Dioxide Pigments, ASTM D 476, Type II, Rutile. A notarized certificate of compliance from the pigment manufacturer shall be required.

(2) Yellow Pigment. This material shall be a non-toxic organic pigment, Yellow 65; Engelhard 1244 or equivalent.

(3) Calcium Carbonate. This material shall comply with the latest revision of the Specification for Calcium Carbonate Pigments, ASTM D 1199, Type GC, Grade I, with minimum of 95 percent Calcium Carbonate or Type PC, minimum 98 percent Calcium Carbonate.

(4) Acrylic Emulsion Polymer. This material shall be Rohm and Haas 2706 or Dow Chemical DT-211.

(5) Methyl Alcohol. This material shall comply with the latest revision of the Specification for Methyl Alcohol, ASTM D 1152.

(5) Miscellaneous Materials.

a. Water: Potable

b. Dispersant: Tamol 850 (Rohm and Haas) or equivalent

c. Surfactant: Triton CE-10 (Union Carbide) or equivalent

d. Defoamer: Colloids 654 (Rhône-Poulenc) or equivalent

e. Rheology Modifier: Natrasol 250 HBR (Aqualon Company) or equivalent

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f. Coalescent: Texanol (Eastman Chemical)

g. Preservative: Troy 192 (Troy Chemical) or equivalent

(b) Manufacture. All ingredient materials shall be delivered in the original containers and shall be used without adulteration. The containers shall be marked with type of material, name of manufacturer and lot number.

The manufacturer shall furnish to the Department the batch formula which will be used in manufacturing the paint.

No change shall be made in this formula without prior approval by the Department and no change will be approved that adversely affects the quality or serviceability of the paint.

The following Standard Formulas shall be the basis for the paint. The finished products shall conform on a weight basis to the composition requirements of these formulas. No variations will be permitted except for the replacement of volatile lost in processing. Amounts are shown in kilograms (pounds) of material.

White Yellow

C.I. Pigment Yellow 65 — 14.52 (32)

Titanium Dioxide, Rutile, Type II 45.36 (100) 9.53 (21)

Calcium Carbonate, Type PC 68.04 (150) 68.04 (150)

Calcium Carbonate, Type GC 195.05 (430) 210.92 (465)

Rheology Modifier 0.23 (0.5) 0.23 (0.5)

Acrylic Emulsion, 50% Solids 245.40 (541) 242.68 (535)

Coalescent 10.89 (24) 10.43 (23)
Defoamer 2.27 (5) 2.27 (5)
Dispersant 3.63 (8) 4.08 (9)
Surfactant 0.91 (2) 0.91 (2)
Methyl Alcohol 13.15 (29) 12.70 (28)
Preservative 0.68 (1.5) 0.68 (1.5)
Water 4.54 (10) 4.54 (10)

Total Kilograms 590.15 (1301) 581.53 (1282)

(c) Paint Properties. The finished paint shall meet the following requirements:

(1) Pigment. Analysis of the extracted pigment shall conform to the following requirements:

White Yellow

Organic Yellow 65 (%) — Min 4.8

Titanium Dioxide (%) Min 12.4 Min 2.8

Calcium Carbonate (%) Max. 86 Max. 93

The percent pigment by weight of the finished product shall not be less than 50 percent nor more than 54 percent.

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(2) Vehicle. The non-volatile portion of the vehicle shall be composed of a 100 percent acrylic polymer and shall not be less than 44 percent by weight.

(3) Organic Volatiles. The finished paint shall contain less than 150 grams of volatile organic matter per liter of total paint. (ASTM D3960)

(4) Total Solids. The finished paint shall not be less than 73 percent total non-volatile by weight. (ASTM D2369)

(5) Unit Weight. The unit weight at 25 °C (77 °F) of the production batches shall not vary more than plus or minus 0.024 kg/L (0.20 lb/gal) from the weight of the qualification samples.

(6) Viscosity. The consistency of the paint shall not be less than 83 nor more than 98 Krob units at 25 °C (77 °F).

(7) Dry Opacity. The minimum contrast ratio shall be 0.97 when tested in accordance with Federal Specification, Method 141 a, No. 4121,

Procedure B when applied at a wet film thickness of 0.38 mm (15 mils).

(8) Color And Directional Reflectance. The paint, applied at a wet film thickness of 0.38 mm (15 mils) and allowed to dry 24 hours, shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degrees circumferential/zero degree geometry, illuminant C, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White: Daylight Reflectance (Y) 85 percent minimum

Yellow: * Daylight Reflectance (Y) 50 percent minimum

*Shall match Federal 595 Color No. 33538 and chromaticity limits as follows:

x 0.490 0.475 0.485 0.530

y 0.470 0.438 0.425 0.456

(9) Water Resistance. The paint shall conform to Federal Specification TT-P-1952D, Section 3.2.5.

(10) Freeze-Thaw Stability. The paint shall show no coagulation or change in consistency greater than 10 Krob Units, when tested in accordance with Federal Specification TT-P-1952D, Section 4.3.8.

(11) Accelerated Package Stability. The paint shall show no coagulation, discoloration, or change in consistency greater than 10 Kreh Units when tested in accordance with Federal Specification TT-P-1952D, Section 4.3.4.

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(12) Dilution Test. The paint shall be capable of dilution with water at all levels without curdling or precipitation such that the wet paint can be readily cleaned up with water only.

(13) Storage Stability. After 30 days storage in a three-quarters filled, closed container, the paint shall show no caking that cannot be readily remixed in a smooth, homogeneous state, no skimming, livering, curdling or hard settling. The viscosity shall not change more than 5 Kreh units from the viscosity of the original sample.

(14) No Pick-Up Time. The no pick-up time shall be less than 10 minutes. The test shall follow the requirements of ASTM D 711 with a wet film thickness of 0.38 mm (15 mils).

(15) Grind. The paint shall have a grind of not less than 3 on a Hegman Grind Gauge.

(16) Flexibility. The paint shall show no cracking or flaking when tested in accordance with Federal Specification TT-P-1952D, Section 4.3.5.

(17) Dry Through Time. The paint, when applied to a non-absorbent substrate at a wet film thickness of 0.38 mm (15 mils) and placed in a humidity chamber controlled at 90 ± 5 percent R.H. and 22.5 ± 1.4 °C (72.5 ± 2.5 °F) shall have a "dry through time" not greater than 15 minutes of the IDOT standard formula. The dry through time shall be determined according to ASTM D1640, except that the pressure exerted shall be the minimum needed to maintain contact with the thumb and film.

(18) No-Tracking Time Field Test. The paint shall dry to a no-tracking condition under traffic in three minutes maximum when applied at 0.38 ± 0.03 mm (15 ± 1 mil) wet film thickness at $54.4 - 55.5$ °C ($130 - 150$ °F), and from three to ten minutes when applied at ambient temperatures with 0.72 kg (6 lb) of glass beads per liter (gallon) of paint. "No-tracking" shall be the time in minutes required for the line to withstand the rump of a standard automobile over the line at a speed of approximately 65 km/hour (40 mph), simulating a passing procedure without tracking of the reflectorized line when viewed from a distance of 15 m (50 ft).

(d) Sampling and Inspection.

(1) Sample. The manufacturer shall forward to the Engineer of Materials and Physical Research, 126 East Ash Street, Springfield, Illinois 62704-4766, for test purposes, three 1/2 L (1 pt) qualification samples of material representative of that which he/she proposes to produce.

Along with the samples, the paint manufacturer shall furnish a copy of his/her batching formula and a list of the trade names and manufacturers of the ingredient materials proposed for use. Product data sheets shall be provided as verification of the ingredient materials conformity with the Art. 1095.02 Pavement Markings

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specification requirements. No changes shall be made without prior approval by the Department.

(2) Sampling and Testing. Unless otherwise provided, all materials shall be sampled and tested in accordance with the latest published standard

methods of the American Society for Testing and Materials, and revisions thereof, in effect on the date of manufacture, where such standard methods exist. In case there are no ASTM Standards which apply, applicable standard methods of the American Association of State Highway and Transportation Officials, or of the Federal Government, or of other recognized standardizing agencies shall be used.

(3) Inspection. The right is reserved to inspect the paint either at the place of manufacture or after its arrival at destination. If inspected at the place of manufacture, the manufacturer shall furnish such facilities as may be required for collecting and forwarding samples of ingredient materials and finished paint and for performing the inspection of the paint during the process of manufacture. Before manufacture of the paint is started, the ingredient materials shall be set aside at the manufacturer's plant and shall be sampled by an authorized representative of the Department. All materials represented by these samples shall be held until tests have been made and the materials found to comply with the requirements of the specifications. Approximately 30 days are required to test the ingredient materials. The Department has the option to waive inspection of ingredient materials. During the manufacturing operations, the Department's representative shall have free entry at all times to such parts of the plant as concern the manufacture of the paint. All tests will be made by and at the expense of the Department.

All material samples for acceptance tests shall be taken or witnessed by a representative of the Bureau of Materials and Physical Research and shall be submitted to the Engineer of Materials and Physical Research, 125 East Ash Street, Springfield, Illinois 62704-4766.

(e) Packaging. Unless otherwise directed, the paint shall be packaged and shipped in new 35 gal removable head, steel drums meeting the latest regulations of the United States Department of Transportation for shipping containers for this type of material. The drums shall be lined with a noncorrosive lining compatible with the waterborne paint. The opening in the drum shall be circular, and the diameter of the opening shall be substantially the diameter of the inside of the end of the drum. The drum shall be provided with gaskets of one-piece tubular neoprene construction and shall be completely airtight. The closure shall be securely attached to the drum by a bolt-action-type ring that shall enclose the edge of the lid and the chime of the drum. The closure bolt shall be tightened to a minimum of 54 N m (40 ft lb) torque, and a lock nut shall be securely tightened against the threaded end of the anchor. The white paint shall be packaged in white drums with white lids, and the yellow paint shall be packaged in white drums with yellow lids.

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Fifty-five gallons of paint shall be placed in each drum, leaving approximately 5 cm (2 in.) of air space. The paint will be measured by volume, the unit of measure being a gallon [231 cu in. at 25 °C (77 °F)]. Each drum shall be stenciled on the removable head and on the side to show the kind of paint contained therein, the manufacturer's name, the lot number, and the month and year the paint is packaged.

(f) Glass Beads. The glass beads used as drop on beads with the pavement marking paint shall conform to the requirements of Article 1095.07 Type E.

Information maintained by the Legislative Reference Bureau

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as Public Acts soon after they become law. For information concerning the relationship between statutes and Public Acts, refer to the Guide.

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

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(720 ILCS 5/Art. 33E heading)
ARTICLE 33E. PUBLIC CONTRACTS

(720 ILCS 5/33E-1) (from Ch. 38, par. 33E-1)

Sec. 33E-1. Interference with public contracting. It is the finding of the General Assembly that the cost to the public is increased and the quality of goods, services and construction paid for by public monies is decreased when contracts for such goods, services or construction are obtained by any means other than through independent noncollusive submission of bids or offers by individual contractors or suppliers, and the evaluation of those bids or offers by the governmental unit pursuant only to criteria publicly announced in advance.
(Source: P.A. 85-1235.)

(720 ILCS 5/33E-2) (from Ch. 38, par. 33E-2)

Sec. 33E-2. Definitions. In this Act:

(a) "Public contract" means any contract for goods, services or construction let to any person with or without bid by any unit of State or local government.

(b) "Unit of State or local government" means the State, any unit of state government or agency thereof, any county or municipal government or committee or agency thereof, or any other entity which is funded by or expends tax dollars or the proceeds of publicly guaranteed bonds.

(c) "Change order" means a change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time to completion.

(d) "Person" means any individual, firm, partnership, corporation, joint venture or other entity, but does not include a unit of State or local government.

(e) "Person employed by any unit of State or local government" means any employee of a unit of State or local government and any person defined in subsection (d) who is authorized by such unit of State or local government to act on its behalf in relation to any public contract.

(f) "Sheltered market" has the meaning ascribed to it in Section 8b of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act; except that, with respect

to State contracts set aside for award to service-disabled veteran-owned small businesses and veteran-owned small businesses pursuant to Section 45-57 of the Illinois Procurement Code, "sheltered market" means procurements pursuant to that Section.

(g) "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

(h) "Prime contractor" means any person who has entered into a public contract.

(4) "Prime contractor employee" means any officer, partner, employee, or agent of a prime contractor.

(1-5) "Stringing" means knowingly structuring a contract or job order to avoid the contract or job order being subject to competitive bidding requirements.

(j) "Subcontract" means a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining goods or services of any kind under a prime contract.

(k) "Subcontractor" (1) means any person, other than the prime contractor, who offers to furnish or furnishes any goods or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract; and (2) includes any person who offers to furnish or furnishes goods or services to the prime contractor or a higher tier subcontractor.

(l) "Subcontractor employee" means any officer, partner, employee, or agent of a subcontractor.

(Source: P.A. 100-391, eff. 8-25-17.)

(720 ILCS 5/33E-3) (from Ch. 38, par. 33E-3)

Sec. 33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. 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 as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.)

(720 ILCS 5/33E-4) (from Ch. 38, par. 33E-4)

Sec. 33E-4. Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offenses 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 as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.)

(720 ILCS 5/33E-5) (from Ch. 38, par. 33E-5)

Sec. 33E-5. Acquisition or disclosure of bidding information by public official. (a) Any person who is an official of or employed by any unit of State or local government who knowingly opens a sealed bid at a time or place other than as specified in the invitation to bid or as otherwise designated by the State or unit of local government, or outside the presence of witnesses required by the applicable statute or ordinance, commits a Class 4 felony.

(b) Any person who is an official of or employed by any unit of State or local government who knowingly discloses to any interested person any information related to the terms of a sealed bid whether that information is acquired through a violation of subsection (a) or by any other means except as provided by law or necessary to the performance of such official's or employee's responsibilities relating to the bid, commits a Class 3 felony.

(c) It shall not constitute a violation of subsection (b) of this Section for any person who is an official of or employed by any unit of State or local government to make any disclosure to any interested person where such disclosure is

also made generally available to the public.

(d) This Section only applies to contracts let by sealed bid.

(Source: P.A. 86-150.)

(720 ILCS 5/33E-6) (from Ch. 38, par. 33E-6)

Sec. 33E-6. Interference with contract submission and award by public official.

(a) Any person who is an official of or employed by any unit of State or local government who knowingly conveys, either directly or indirectly, outside of the publicly available official invitation to bid, pre-bid conference, solicitation for contracts procedure or such procedure used in any sheltered market procurement adopted pursuant to law or ordinance by that unit of government, to any person any information concerning the specifications for such contract or the identity of any particular potential subcontractors, when inclusion of such information concerning the specifications or contractors in the bid or offer would influence the likelihood of acceptance of such bid or offer, commits a Class 4 felony. It shall not constitute a violation of this subsection to convey information intended to clarify plans or specifications regarding a public contract where such disclosure of information is also made generally available to the public.

(b) Any person who is an official of or employed by any unit of State or local government who, either directly or indirectly, knowingly informs a bidder or offeror that the bid or offer will be accepted or executed only if specified individuals are included as subcontractors commits a Class 1 felony.

(c) It shall not constitute a violation of subsection (a) of this Section where any person who is an official of or employed by any unit of State or local government follows procedures established (i) by federal, State or local minority or female owned business enterprise programs or (ii) pursuant to Section 45-57 of the Illinois Procurement Code.

(d) Any bidder or offeror who is the recipient of communications from the unit of government which he reasonably believes to be proscribed by subsections (a) or (b), and fails to inform either the Attorney General or the State's Attorney for the county in which the unit of government is located, commits a Class A misdemeanor.

(e) Any public official who knowingly awards a contract based on criteria which were not publicly disseminated via the invitation to bid, when such invitation to bid is required by law or ordinance, the pre-bid conference, or any solicitation for contracts procedure or such procedure used in any sheltered market procurement procedure adopted pursuant to statute or ordinance, commits a Class 3 felony.

(f) It shall not constitute a violation of subsection (a) for any person who is an official of or employed by any unit of State or local government to provide to any person a copy of the transcript or other summary of any pre-bid conference where such transcript or summary is also made generally available to the public.

(Source: P.A. 97-260, eff. 8-5-11.)

(720 ILCS 5/33E-7) (from Ch. 38, par. 33E-7)

Sec. 33E-7. Kickbacks. (a) A person violates this Section

when he knowingly either:

(1) provides, attempts to provide or offers to provide any kickback;

(2) solicits, accepts or attempts to accept any kickback;

or
(3) includes, directly or indirectly, the amount of any kickback prohibited by paragraphs (1) or (2) of this subsection (a) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to any unit of State or local government for a public contract.

(b) Any person violates this Section when he has received an offer of a kickback, or has been solicited to make a kickback, and fails to report it to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is to be performed.

(c) A violation of subsection (a) is a Class 3 felony. A violation of subsection (b) is a Class 3 felony.

(d) Any unit of State or local government may, in a civil action, recover a civil penalty from any person who knowingly engages in conduct which violates paragraph (3) of subsection (a) of this Section in twice the amount of each kickback involved in the violation. This subsection (d) shall in no way limit the ability of any unit of State or local government to recover monies or damages regarding public contracts under any other law or ordinance. A civil action shall be barred unless the action is commenced within 6 years after the later of (1) the date on which the conduct establishing the cause of action occurred or (2) the date on which the unit of State or local government knew or should have known that the conduct establishing the cause of action occurred.

(Source: P.A. 85-1295.)

(720 ILCS 5/33E-9) (from Ch. 38, par. 33E-9)

Sec. 33E-9. Bribery of inspector employed by contractor.

(a) A person commits bribery of an inspector when he offers to any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government any property or other thing of value with the intent that such offer is for the purpose of obtaining wrongful certification or approval of the quality or completion of any goods or services supplied or performed in the course of work on such project. Violation of this subsection is a Class 4 felony.

(b) Any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government who accepts any property or other thing of value knowing that such was intentionally offered for the purpose of influencing the certification or approval of the quality or completion of any goods or services supplied or performed under subcontract to that contractor, and either before or afterwards issues such wrongful certification, commits a Class 3 felony. Failure to report such offer to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is performed, constitutes a Class 4 felony.
(Source: P.A. 85-1295.)

(720 ILCS 5/33E-9) (from Ch. 38, par. 33E-9)

Sec. 33E-9. Change orders. Any change order authorized under this Section shall be made in writing. Any person employed by and authorized by any unit of State or local government to approve a change order to any public contract who knowingly grants that approval without first obtaining from the unit of State or local government on whose behalf the contract was signed, or from a designee authorized by that unit of State or local government, a determination in writing that: (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the unit of State or local government and authorized by law, commits a Class 4 felony. The written determination and the written change order resulting from that determination shall be preserved in the contract's file which shall be open to the public for inspection. This Section shall only apply to a change order or series of change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by a total of \$10,000 or more or the time of completion by a total of 30 days or more.
(Source: P.A. 86-150; 87-618.)

(720 ILCS 5/33E-10) (from Ch. 38, par. 33E-10)

Sec. 33E-10. Rules of evidence. (a) The certified bid is prima facie evidence of the bid.

(b) It shall be presumed that in the absence of practices proscribed by this Article 33E, all persons who submit bids in response to an invitation to bid by any unit of State or local government submit their bids independent of all other bidders, without information obtained from the governmental entity outside the invitation to bid, and in a good faith effort to obtain the contract.

(Source: P.A. 85-1295.)

(720 ILCS 5/33E-11) (from Ch. 38, par. 33E-11)

Sec. 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

(b) A contractor who knowingly makes a false statement, material to the certification, commits a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.)

(720 ILCS 5/33E-12) (from Ch. 38, par. 33E-12)

Sec. 33E-12. It shall not constitute a violation of any provisions of this Article for any person who is an official of or employed by a unit of State or local government to (1) disclose the name of any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid or who has been awarded a public contract to any person or, (2) to convey information concerning acceptable

alternatives or substitute to plans or specifications if such information is also made generally available to the public and mailed to any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid on a public contract or, (3) to negotiate with the lowest responsible bidder a reduction in only the price term of the bid.

(Source: P.A. 86-150.)

(720 ILCS 5/33E-13) (from Ch. 38, par. 33E-13)

Sec. 33E-13. Contract negotiations under the Local Government Professional Services Selection Act shall not be subject to the provisions of this Article.

(Source: P.A. 87-885.)

(720 ILCS 5/33E-14)

Sec. 33E-14. False statements on vendor applications.

(a) A person commits false statements on vendor applications when he or she knowingly makes any false statement or report with the intent to influence in any way the action of any unit of local government or school district in considering a vendor application.

(b) Sentence. False statements on vendor applications is a Class 3 felony.

(Source: P.A. 88-78, eff. 7-20-85.)

(720 ILCS 5/33E-15)

Sec. 33E-15. False entries.

(a) An officer, agent, or employee of, or anyone who is affiliated in any capacity with any unit of local government or school district commits false entries when he or she makes a false entry in any book, report, or statement of any unit of local government or school district with the intent to defraud the unit of local government or school district.

(b) Sentence. False entries is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.)

(720 ILCS 5/33E-16)

Sec. 33E-16. Misapplication of funds.

(a) An officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district commits misapplication of funds when he or she knowingly misapplies any of the moneys, funds, or credits of the unit of local government or school district.

(b) Sentence. Misapplication of funds is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.)

(720 ILCS 5/33E-17)

Sec. 33E-17. Unlawful participation. Whoever, being an officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district participates, shares in, or receives directly or indirectly any money, profit, property, or benefit through any contract with the unit of local government or school district, with the intent to defraud the unit of local government or school district is guilty of a Class 3 felony.

(Source: P.A. 90-800, eff. 1-1-99.)

(720 ILCS 5/33E-18)

Sec. 33E-18. Unlawful stringing of bids.

(a) A person commits unlawful stringing of bids when he or she, with the intent to evade the bidding requirements of any unit of local government or school district, knowingly strings or assists in stringing or attempts to string any contract or job order with the unit of local government or school district.

(b) Sentence. Unlawful stringing of bids is a Class 4 felony.

(Source: P.A. 97-1108, eff. 1-1-11; 98-756, eff. 7-16-14.)

SPECIAL PROVISIONS

All Inclusive Bid Sum

The bid sum shall include everything specified and/or otherwise required in order to complete the project in its entirety. Sum of base bid and both alternates as listed in the scope of work are required to receive consideration. No claim for additionally required materials and/or labor shall be honored by the Village whatsoever.

Bid Security Deposit Requirements

Cashier's/Certified Check or Bid Bond for \$2,000.00 is required at the time of Bid submission.

Performance Bond Requirements

Prior to execution of the Contract, the successful Bidder shall furnish surety bonds covering the faithful performance of the Contract and the payment of all obligations arising there under in the amount of One Hundred (100) Percent of the Total Bid Award. Cost of furnishing such bonds shall be included in the Bid.