

CITY OF BERWYN, ILLINOIS

CITY HALL

PARKING LOT PLANS

SUMMARY OF QUANTITIES

Description	Unit	Quantity
Earth Excavation	CY	500
Porous Granular Embankment, Subgrade (PGES), Special	CY	100
Hot-Mix Asphalt Surface Removal, Variable Depth	SY	1600
Aggregate Base Course, Type B, 8"	SY	680
Aggregate Base Course, Type B, 10"	SY	840
Hot-Mix Asphalt Binder Course, IL 19.0, N50, 2-1/4"	TON	110
Hot-Mix Asphalt Binder Course, IL 19.0, N50, 4"	TON	110
Hot-Mix Asphalt Surface Course, Mixture D, N70, 1-3/4"	TON	85
Hot-Mix Asphalt Surface Course, Mixture D, N70, 2"	TON	80
Thermoplastic Pavement Markings, 6"	FOOT	1760
Thermoplastic Pavement Markings, Letters & Symbols	SF	108
Combination Curb and Gutter Removal	FOOT	10
Combination Curb and Gutter, Special	FOOT	10
Catch Basin Type C, Open Lid	EACH	4
Catch Basin Type A, Open Lid	EACH	1
Remove Catch Basin	EACH	4
Area Drain to be Removed	EACH	1
Manhole to be Adjusted	EACH	1
Wheel Stops to be Removed and Reinstalled (Special)	EACH	9
Inlet Filters	EACH	4
Bituminous Materials (Prime Coat)	GAL	750
Aggregate (Prime Coat)	TON	2
Insurance Provisions - Complete	LS	1

INDEX OF SHEETS:
 COVER PAGE
 GENERAL NOTES
 REMOVAL PLAN
 PAVING PLAN
 STRIPING PLAN
 PROJECT DETAILS



■ DENOTES PROJECT LOCATION



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES.

J.U.L.I.E.
 JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
 1-800-892-0123
 OR 811

PRINTED BY THE
CITY OF BERWYN

SPECIFICATIONS

THE LATEST EDITION OF THE "STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION", THE "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS", PREPARED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" SHALL GOVERN ALL WORK ASSOCIATED WITH THIS PROJECT. THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" MAY GOVERN OTHER WORK ON THIS PROJECT AS INDICATED BY REFERENCE.

CARE IN EXCAVATION

CARE SHALL BE EXERCISED BY THE CONTRACTOR IN CARRYING OUT EARTH AND/OR TRENCHING OPERATIONS SO THAT LOCAL UTILITY SERVICES, WATER VALVES, MANHOLES, CATCH BASINS, INLETS, BUFFALO BOXES, AND OTHER STRUCTURES ARE NOT DAMAGED OR REMOVED. ANY DAMAGE DONE BY THE CONTRACTOR, WHETHER THE STRUCTURE OR SERVICE IS VISIBLE AT THE GROUND SURFACE OR NOT, SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH ARTICLES 105.07 AND 107.20.

NOTIFICATION OF PUBLIC UTILITIES

PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OFFICIALS OF THE PUBLIC WORKS DEPARTMENT OF THE LOCAL MUNICIPALITY, J.U.L.I.E. AT 1-800-892-0123 OR 811, AND OTHER PUBLIC AND PRIVATE UTILITIES SO THAT ARRANGEMENTS CAN BE MADE TO LOCATE THEIR VARIOUS FACILITIES WITHIN THE LIMITS OF CONSTRUCTION UNDER THIS CONTRACT, AS WELL AS TO PROVIDE ADEQUATE PROTECTION AND INSPECTION THERETO. IT SHALL BE THIS CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL LOCATION OF ALL SUCH FACILITIES IN THE FIELD.

TRAFFIC CONTROL DEVICES

BARRICADES AND WARNING SIGNS SHALL BE PROVIDED IN ACCORDANCE WITH ARTICLE 107.14 OF THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".

EXCAVATED MATERIALS

THE CONTRACTOR WILL BE REQUIRED TO DISPOSE OF ALL SURPLUS TRENCH SPOIL MATERIALS OFF THE SITE AS WORK PROGRESSES. THE TEMPORARY STOCKPILING OF THIS MATERIAL ON THE PROJECT SITE WILL NOT BE ALLOWED.

PROTECTION OF SIGNS AND PROPERTY

ALL TRAFFIC SIGNS, STREET SIGNS, ETC., THAT INTERFERE WITH THE CONSTRUCTION OPERATIONS SHALL BE REMOVED AND PLACED AT NEW LOCATIONS AS DESIGNATED BY THE ENGINEER. THIS WORK SHALL BE CONSIDERED INCLUDED IN THE COST OF THE CONTRACT, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED. IN ADDITION, ALL MAIL BOXES THAT INTERFERE WITH CONSTRUCTION SHALL BE SIMILARLY RELOCATED AT NO ADDITIONAL COST IN ACCORDANCE WITH ARTICLES 107.20 AND 107.21 OF THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".

SUPERINTENDENCE

SPECIAL ATTENTION IS DRAWN TO ARTICLE 105.06 OF THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" WHICH REQUIRES THE CONTRACTOR TO HAVE A COMPETENT SUPERINTENDENT ON THE PROJECT SITE AT ALL TIMES, IRRESPECTIVE OF THE AMOUNT OF WORK SUBLET. THE SUPERINTENDENT SHALL BE CAPABLE OF READING AND UNDERSTANDING THE PLANS AND SPECIFICATIONS, SHALL HAVE FULL AUTHORITY TO EXECUTE ORDERS TO EXPEDITE THE PROJECT AND SHALL BE RESPONSIBLE FOR SCHEDULING AND HAVING CONTROL OF ALL THE WORK AS THE AGENT OF THE GENERAL CONTRACTOR. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN A SUSPENSION OF WORK AS PROVIDED IN ARTICLE 108.07.

SCHEDULE OF OPERATIONS

THE CONTRACTOR SHALL SUBMIT IN WRITING A "SCHEDULE OF OPERATIONS" SHOWING APPROXIMATE DATES FOR COMMENCING AND COMPLETING VARIOUS PHASES OF CONSTRUCTION INCLUDED IN THE CONTRACT. PRIOR TO COMMENCING ANY CONSTRUCTION UNDER THIS CONTRACT, THE SCHEDULE SHALL HAVE THE APPROVAL OF THE ENGINEER AND THE DATE FOR STARTING SHALL BE MUTUALLY AGREED UPON BETWEEN THE CONTRACTOR AND THE ENGINEER.

SAWING EXISTING IMPROVEMENTS

ALL PERMANENT TYPE PAVEMENTS OR OTHER PERMANENT IMPROVEMENTS WHICH ABOUT THE PROPOSED IMPROVEMENT AND MUST BE REMOVED, SHALL BE SAWED AS DIRECTED PRIOR TO REMOVAL. ALL ITEMS SO REMOVED SHALL BE REPLACED WITH SIMILAR CONSTRUCTION MATERIALS TO THEIR ORIGINAL CONDITION OR BETTER. PAYMENT FOR SAWING SHALL BE INCLUDED IN THE COST FOR THE REMOVAL OF EACH ITEM, AND REPLACEMENT WILL BE PAID FOR UNDER THE RESPECTIVE ITEMS IN THE CONTRACT UNLESS OTHERWISE INDICATED. SAWCUTTING FOR PATCHES WILL BE INCLUDED IN THE COST OF THE PATCHING ITEM.

INCIDENTAL CONSTRUCTION

WHENEVER THE PERFORMANCE OF WORK IS INDICATED ON THE PLANS AND NO ITEM IS INCLUDED IN THE CONTRACT FOR PAYMENT, THE WORK SHALL BE CONSIDERED INCLUDED IN THE COST OF THE CONTRACT, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

CONSTRUCTION LAYOUT STAKES

THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH WOODEN STAKES OR OTHER LAYOUT MATERIALS FOR LAYOUT OF THE LINES AND GRADES OF THE PROJECT. FAILURE TO PROVIDE STAKES IN A TIMELY MANNER WILL RESULT IN A DELAY IN STAKEOUT WHICH WILL BE APPLICABLE AGAINST THE TIME LIMIT FOR COMPLETION SHOWN IN THE PROJECT SPECIFICATIONS. LINE AND GRADE WILL BE ESTABLISHED BY THE ENGINEER AT REGULAR INTERVALS ON PERMANENTLY PAVED SURFACES, SIDEWALKS OR STAKES AT THE ENGINEER'S OPTION, ALL WITHIN THE PUBLIC RIGHT-OF-WAY AND SHALL BE TRANSFERRED BY THE CONTRACTOR TO THE ACTUAL LINE OF CONSTRUCTION.

PROJECT SAFETY

THE CONTRACTOR SHALL COMPLY WITH AND OBSERVE THE RULES AND REGULATIONS OF O.S.H.A. AND APPROPRIATE AUTHORITIES REGARDING SAFETY PROVISIONS. THE CONTRACTOR, ENGINEER, AND OWNER SHALL EACH BE RESPONSIBLE FOR THEIR OWN RESPECTIVE AGENTS AND EMPLOYEES.

THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS, OR FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE DOCUMENTS AND SPECIFICATIONS.

MIXTURE TYPE	AIR VOIDS @ NDES
PAVEMENT RESURFACING	
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70 (IL-9.5mm), 1-3/4"	4% @ 70 GYR
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70 (IL-9.5mm), 2"	4% @ 70 GYR
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50, 2"	4% @ 50 GYR
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50, 4"	4% @ 50 GYR

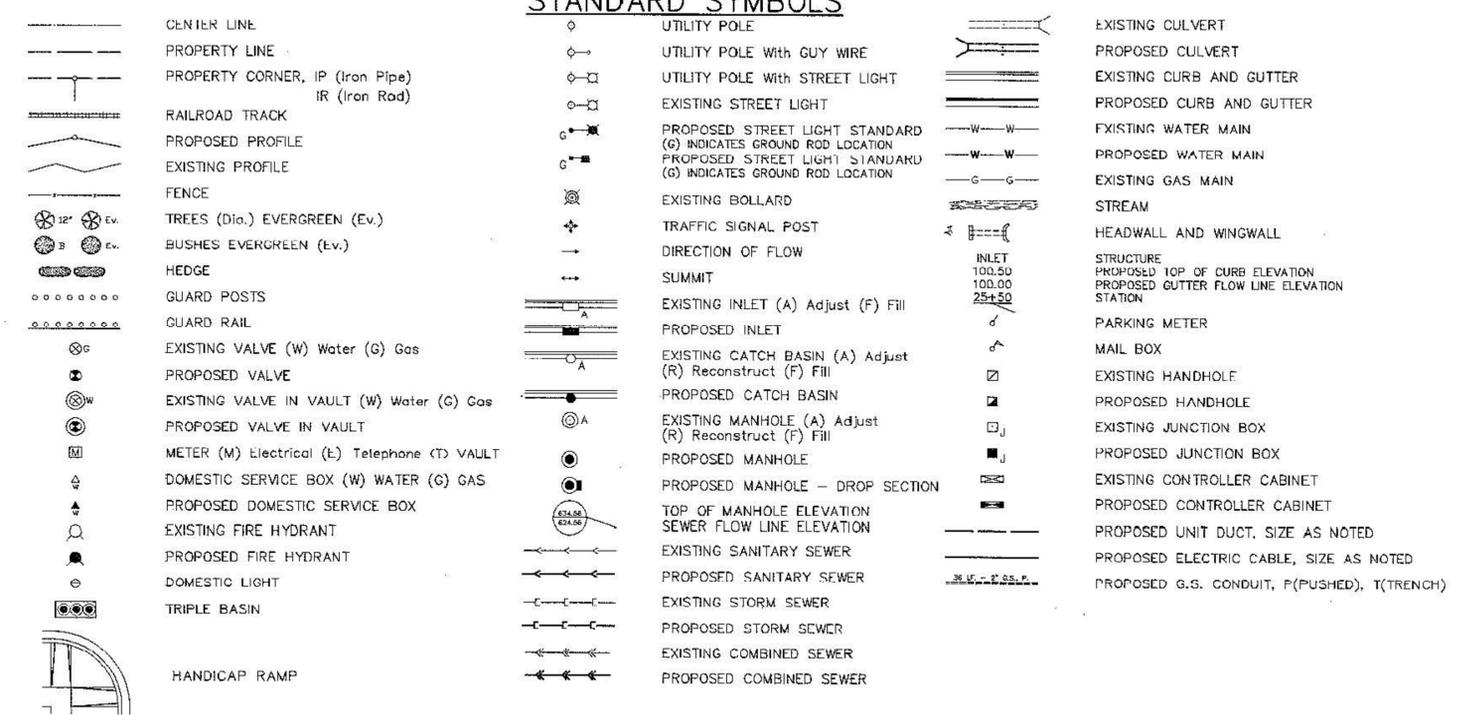
THE UNIT WEIGHT TO CALCULATE ALL HOT-MIX ASPHALT SURFACE MIXTURE QUANTITIES IS 112 LBS/SQ YD/IN.

"THE "AC TYPE" FOR POLYMERIZED HMA MIXES SHALL BE "SBS/SBR PG 76-22" AND

FOR NON-POLYMERIZED HMA THE "AC TYPE" SHALL BE "PG 64-22"

UNLESS MODIFIED BY DISTRICT ONE SPECIAL PROVISIONS"

FOR USE OF RECYCLED MATERIALS SEE SPECIAL PROVISIONS



METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
LOCAL SEWER SYSTEMS SECTION

TYPICAL GENERAL NOTES

- The MWRD Local Sewer Systems Section Field Office must be notified at least two (2) working days prior to the commencement of any work (call 708-588-4055).
- Elevation datum is USGS Conversion equation N/A
- No floor drains.
- No downspouts / footing drains.
- All sanitary sewer pipe materials and joints (and storm sewer pipe materials and joints in a combined sewer area) shall conform to:

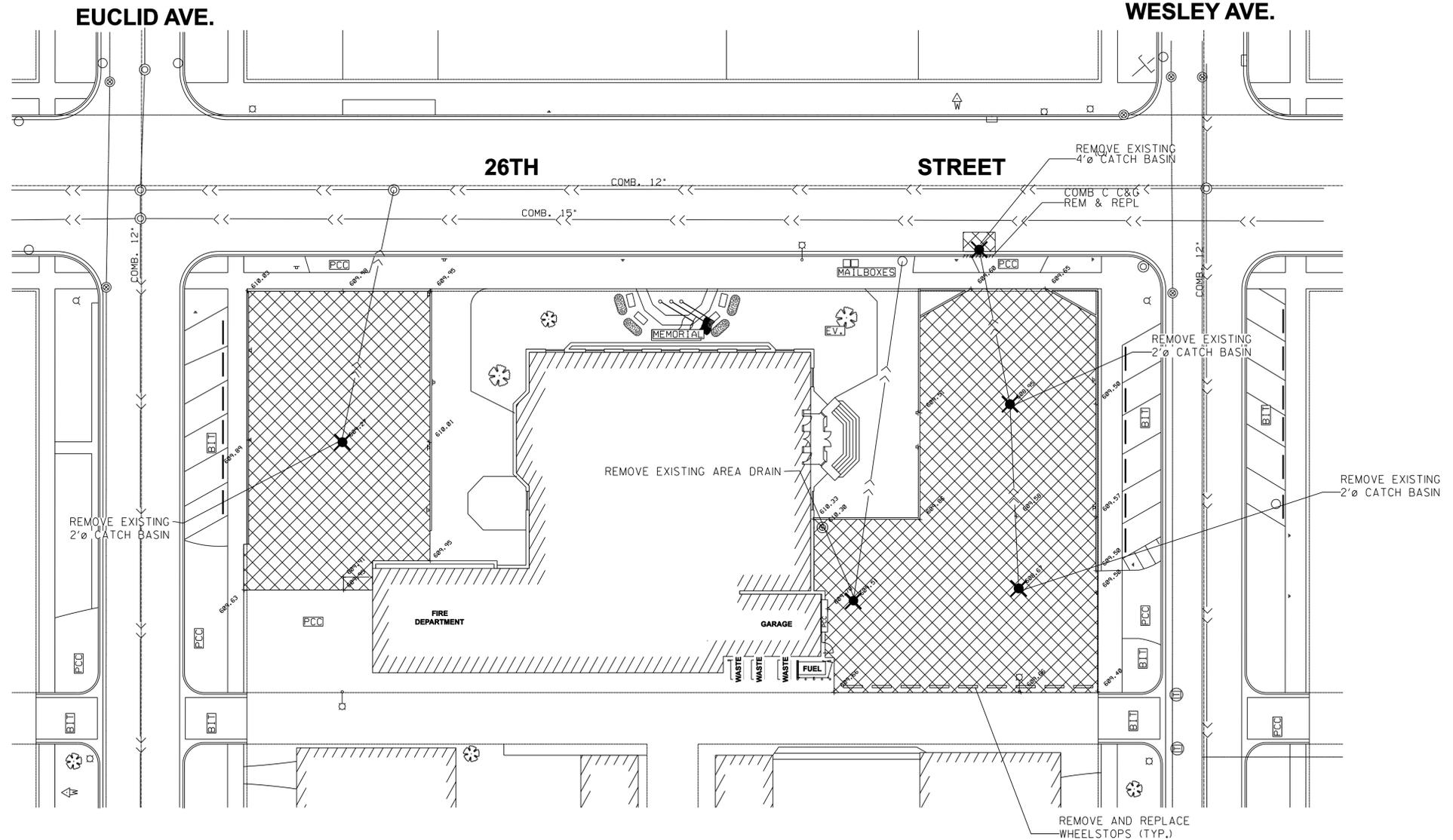
Pipe Material Spec.	Joint Spec.
Vitrified Clay Pipe	
VCP (C-700)	C-425
VCP (No-Bell)(C-700) Joint Collar	C-425 D-1784
Concrete Pipe (C-14)	
RCP (C-76)	C-443
ACP (C-428)	C-443 D-1869
ABS Sewer Pipe	
Solid Wall 6" dia. SDR 23.5	
ABS D-275I	D-275I
ABS Composite/Truss Pipe	
8"-15" dia.	
ABS D-2680	D-2680
PVC Gravity Sewer Pipe	
6"-15" dia. SDR 26	
D-3034	D-3212 or D-2855
PVC Gravity Sewer Pipe Pressure Pipe	
6"-15" dia. SDR 26	
D-3034	D-3212 or D-2855
18"-27" dia. F/dy=46	
F-679	D-3212 or D-2855
CISP A-74	
DIP A-21.5I	C-564 A-21.5I
- All sanitary sewer construction (and storm sewer construction in combined sewer areas), requires stone bedding with stone 1/4" to 1" in size, with minimum bedding thickness equal to 1/4 the outside diameter of the sewer pipe, but not less than four (4) inches nor more than eight (8) inches. Material shall be CA-1 or CA-13 and shall be extended at least 12' above the top of the pipe when using PVC.
- Non-shear flexible-type couplings shall be used in the connection of sewer pipes of dissimilar materials.
- When connecting to an existing sewer main by means other than an existing wye, tee, or an existing manhole, one of the following methods shall be used:
 - Circular saw-cut of sewer main by proper tools ("Sewer-Tap" machine or similar) and proper installation of hub-wye saddle or hub-tee saddle.
 - Remove an entire section of pipe (breaking only the top of one bell) and replace with a wye or tee branch section.
 - With pipe cutter, neatly and accurately cut out desired length of pipe for insertion of proper filling, using "Band Seal" or similar couplings to hold it firmly in place.
- Whenever a sanitary/combined sewer crosses under a watermain, the minimum vertical distance from the top of the sewer to the bottom of the watermain shall be 18 inches. Furthermore, a minimum horizontal distance of 10 feet between sanitary/combined sewers and watermains shall be maintained unless: the sewer is laid in a separate trench, keeping a minimum 18' vertical separation; or the sewer is laid in the same trench with the watermain located at the opposite side on a bench of undisturbed earth, keeping a minimum 18' vertical separation. If either the vertical or horizontal distances described above can not be maintained, or the sewer crosses above the watermain, the sewer shall be constructed to watermain standards.
- All existing septic systems shall be abandoned. Abandoned tanks shall be filled with granular material or removed.
- All sanitary manholes, (and storm manholes in combined sewer areas), shall have a minimum inside diameter of 48 inches, and shall be cast-in-place or pre-cast reinforced concrete. Additionally, all pipe to structure connections shall include a watertight resilient rubber boot conforming to ASTM C-923.
- Except for foundation/footing drains provided to protect buildings, drain tiles/field tiles/underdrains/perforated pipes are not allowed to be connected to or tributary to combined sewers, sanitary sewers, or storm sewers tributary to combined sewers in combined sewer areas. Construction of new facilities of this type is prohibited; and all existing drain tiles and perforated pipes encountered within the project area shall be plugged or removed, and shall not be connected to combined sewers, sanitary sewers, or storm sewers tributary to combined sewers.

(Note: The District has approved less common pipe materials on a qualified basis in addition to those above. Please contact the District if considering using pipe not listed above.)



DESIGNED - DRS	REVISED - ---	CITY OF BERWYN GENERAL NOTES
DRAWN - DRS	REVISED - ---	
CHECKED - NLC	REVISED - ---	
DATE - 8/27/2014	REVISED - ---	
CITY OF BERWYN, ILLINOIS CITY HALL PARKING LOT		DATE
		8/27/2014
		TOTAL SHEETS
		8
		SHEET NO.
		2

PLOT DATE = 8/27/2014
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 PLOT TIME = 3:14:51 PM



PROJECT NOTES:

1. WORK WILL ONLY BE PERMITTED ON ONE PARKING LOT AT A TIME.
2. ALL EXISTING PIPES ARE TO REMAIN IN PLACE AND SHALL BE PROTECTED DURING WORK.
3. ALL PAVEMENT JOINTS SHALL BE SAWCUT TO FULL DEPTH PRIOR TO PAVEMENT REMOVAL.
4. EXISTING SIGNAGE TO BE REMOVED BY THE CITY OF BERWYN PRIOR TO CONSTRUCTION.
5. AT THE PRE-CONSTRUCTION MEETING THE CONTRACTOR WILL BE PROVIDED THE LPC-663.
6. THE CONTRACTOR IS REQUIRED TO OBTAIN A BUSINESS LICENSE WITH THE CITY OF BERWYN.



HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH (AVG DEPTH 3 IN) AND EARTH EXCAVATION



REMOVE EXISTING SEWER STRUCTURE

BENCH MARK: SW BOLT ON FIRE HYDRANT AT THE SW CORNER OF 26TH STREET AND WESLEY AVENUE. ELEVATION = 611.91

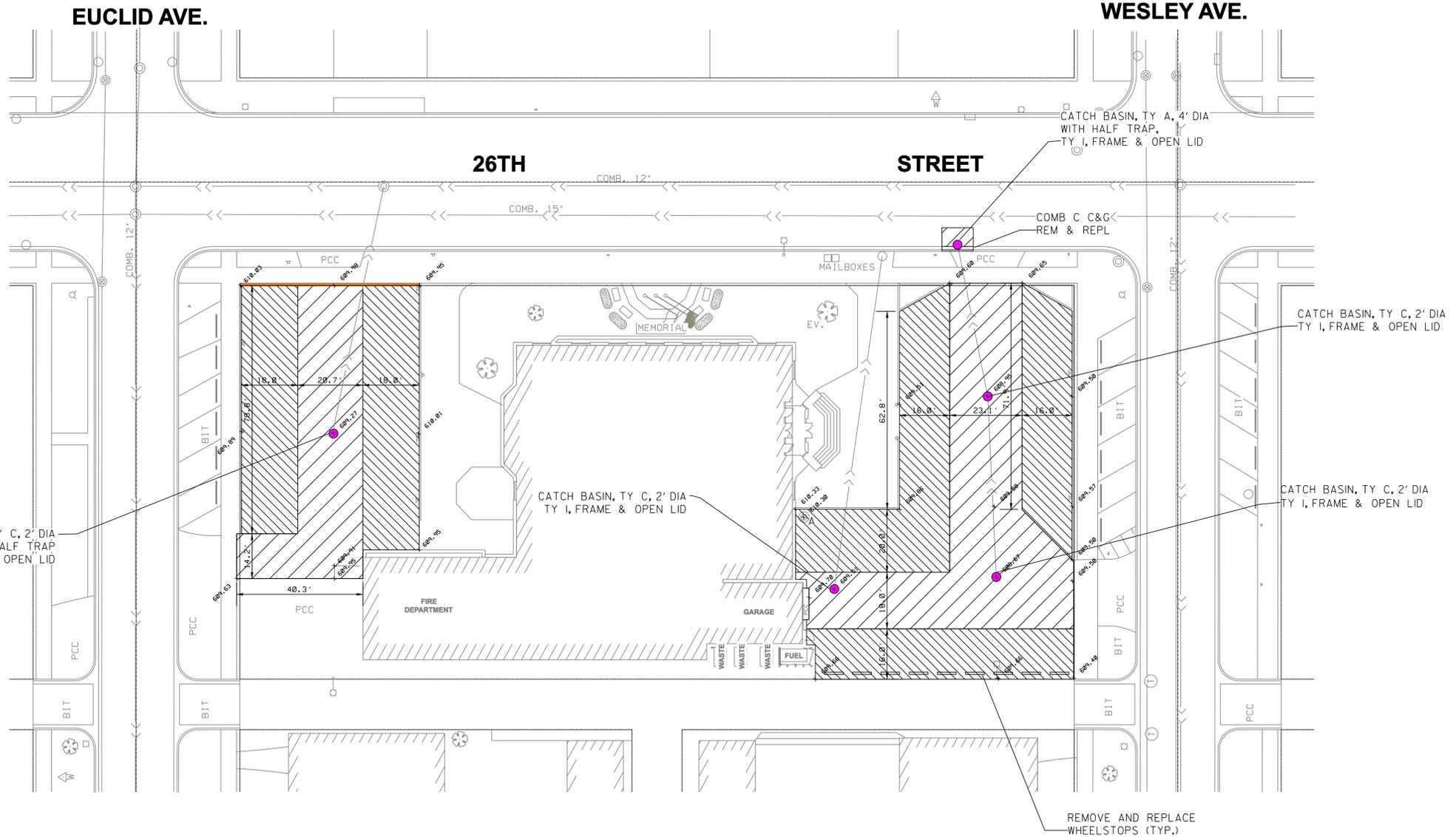


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DATE - 8/27/2014	REVISED - ---

CITY OF BERWYN, ILLINOIS
CITY HALL PARKING LOT

CITY OF BERWYN
CITY HALL PARKING LOT
REMOVAL PLAN

DATE	TOTAL SHEETS	SHEET NO.
8/27/2014	8	3



PROJECT NOTES:

1. WORK WILL ONLY BE PERMITTED ON ONE PARKING LOT AT A TIME.
2. ALL EXISTING PIPES ARE TO REMAIN IN PLACE AND SHALL BE PROTECTED DURING WORK.
3. EXISTING BENCH LOCATED IN THE WEST PARKING LOT WILL BE REMOVED BY THE CITY OF BERWYN PRIOR TO CONSTRUCTION.
4. ALL NEW SEWER STRUCTURES SHALL BE RATED FOR HS-20 LOADING.
5. IF THE REMOVAL AND REPLACEMENT OF THE DRAINAGE STRUCTURES AS INDICATED ON THE PLANS REQUIRES THE REPAIR OR REPLACEMENT OF STORM SEWER; ALL STORM SEWER, BEDDING AND CRADLE MATERIALS NECESSARY FOR THE COMPLETION OF THIS WORK WILL BE INCIDENTAL TO THE DRAINAGE STRUCTURE PLACED AT THAT LOCATION.

BENCH MARK: SW BOLT ON FIRE HYDRANT AT THE SW CORNER OF 26TH STREET AND WESLEY AVENUE. ELEVATION = 611.91

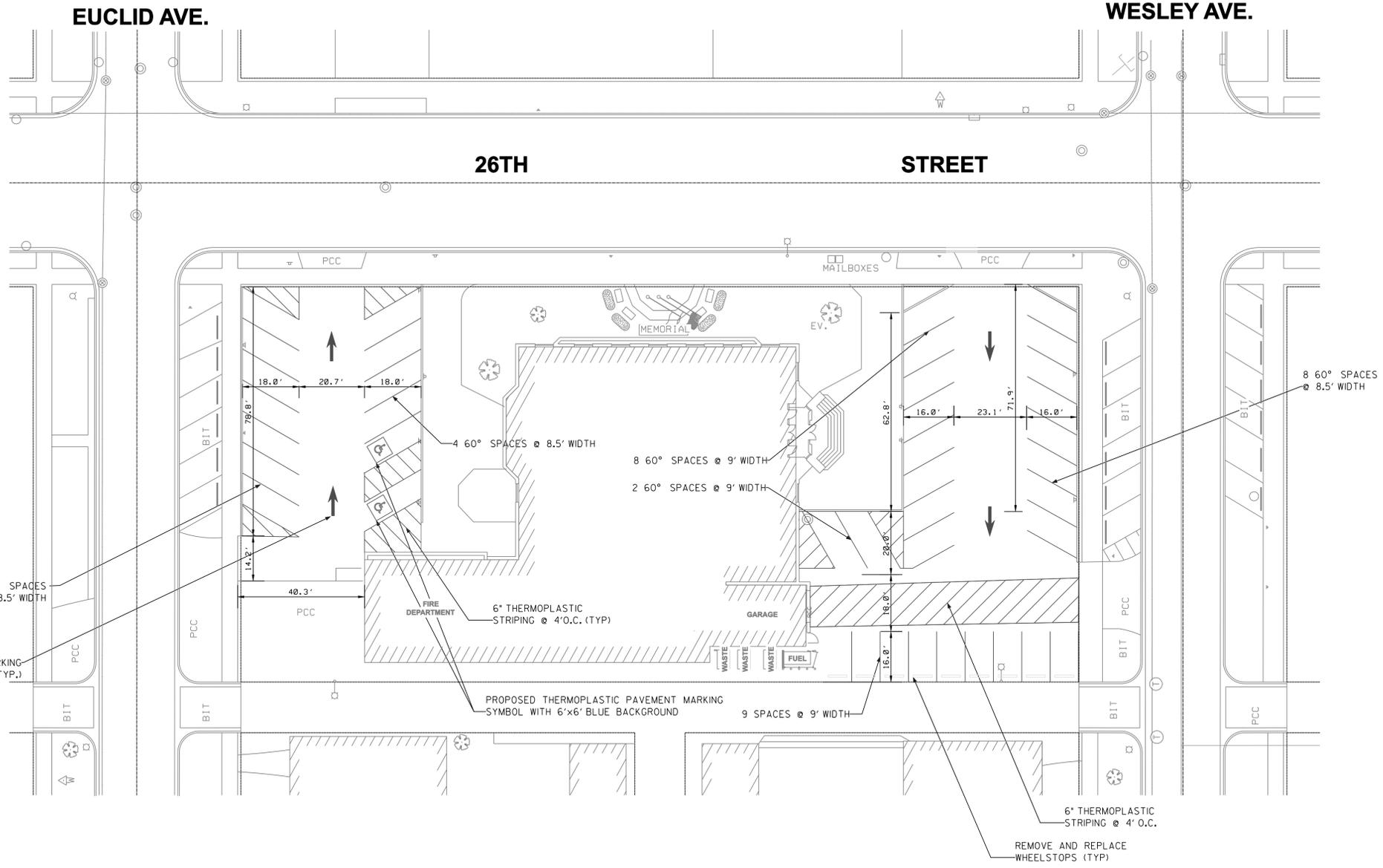
- STANDARD DUTY PAVEMENT
AGGREGATE BASE COURSE, TYPE B, 10"
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70, 2.25"
HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50, 1.75"
- HEAVY DUTY PAVEMENT
AGGREGATE BASE COURSE, TYPE B, 8"
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70, 4"
HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50, 2"
- INSTALL NEW DRAINAGE STRUCTURE



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DATE - 9/2/2014	REVISED - ---

CITY OF BERWYN, ILLINOIS
CITY HALL PARKING LOT

CITY OF BERWYN CITY HALL PARKING LOT PAVING PLAN		DATE	TOTAL SHEETS	SHEET NO.
		9/2/2014	8	4



- PROJECT NOTES:
1. WORK WILL ONLY BE PERMITTED ON ONE PARKING LOT AT A TIME.
 2. ALL PAVEMENT MARKINGS SHALL BE 6" WIDTH WHITE THERMOPLASTIC.

BENCH MARK: SW BOLT ON FIRE HYDRANT AT THE SW CORNER OF 26TH STREET AND WESLEY AVENUE. ELEVATION = 611.91

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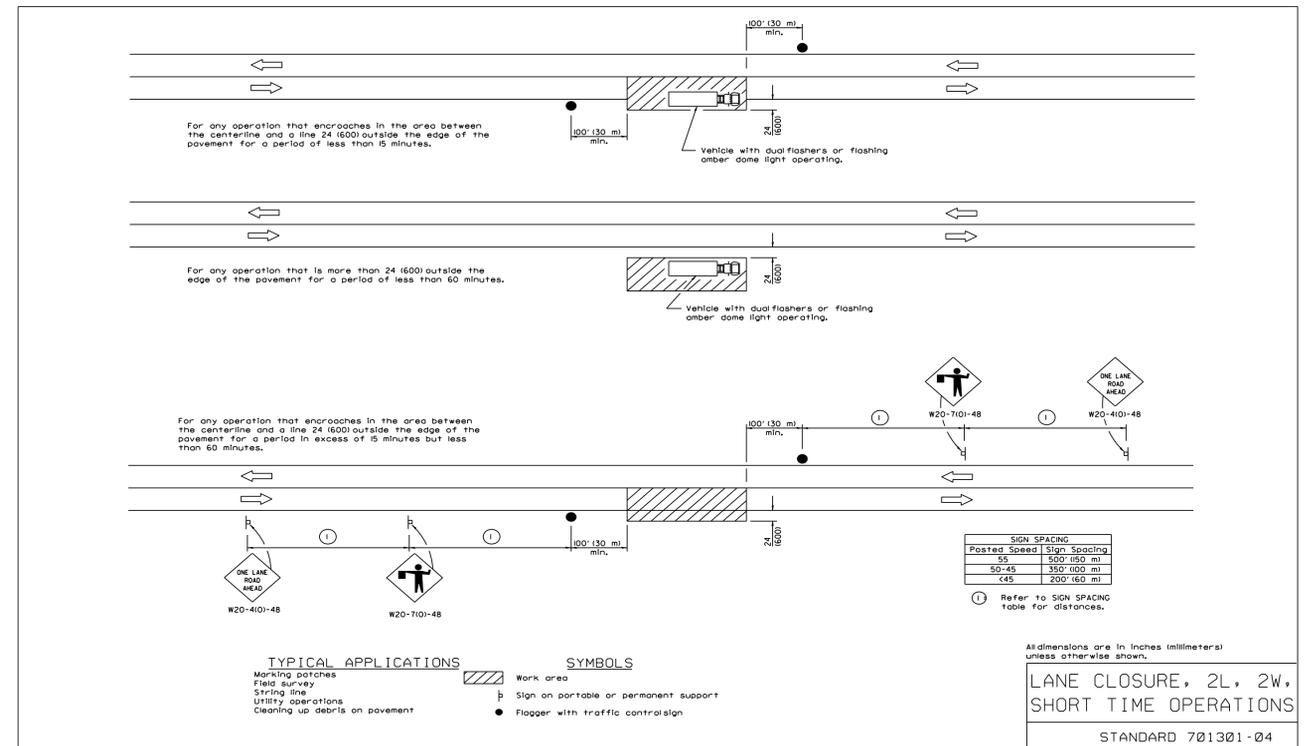
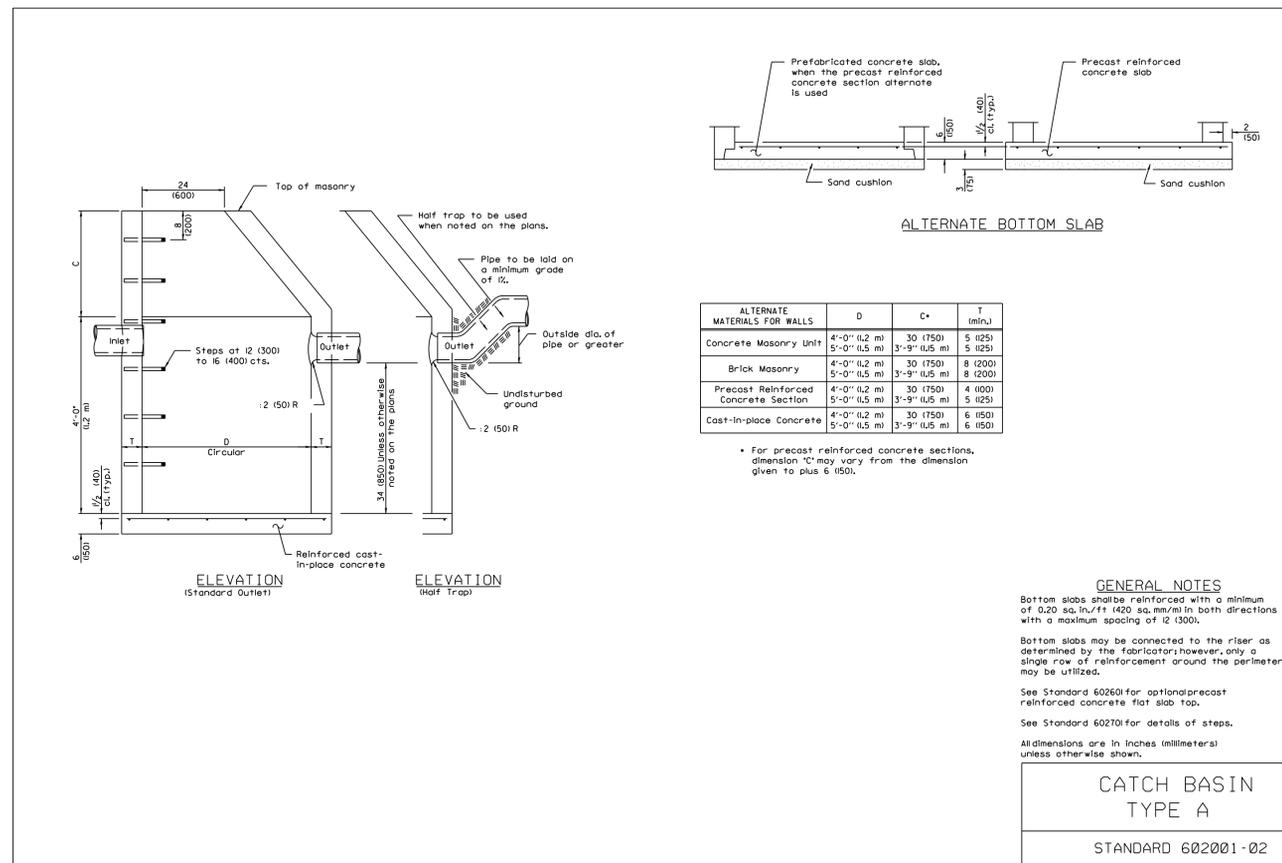
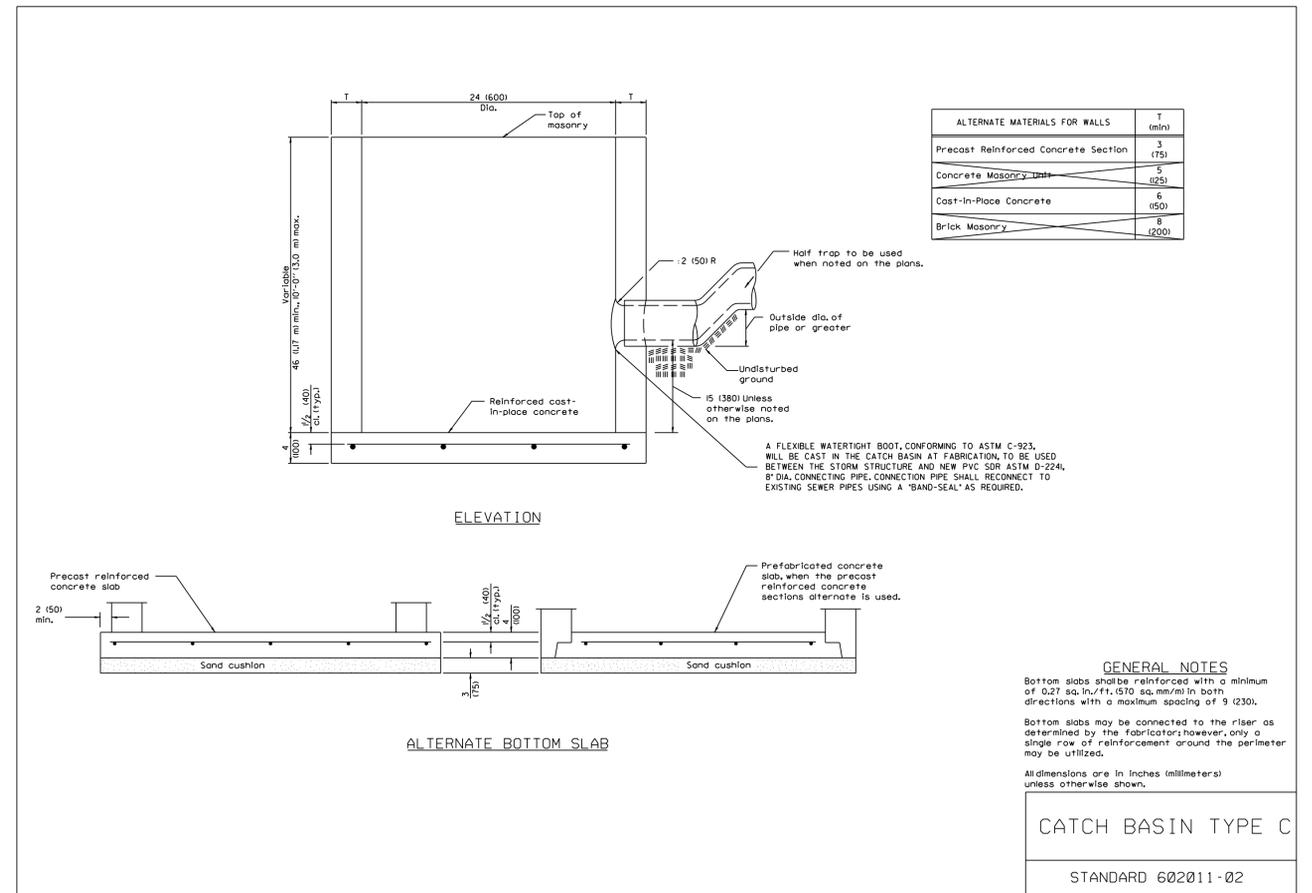
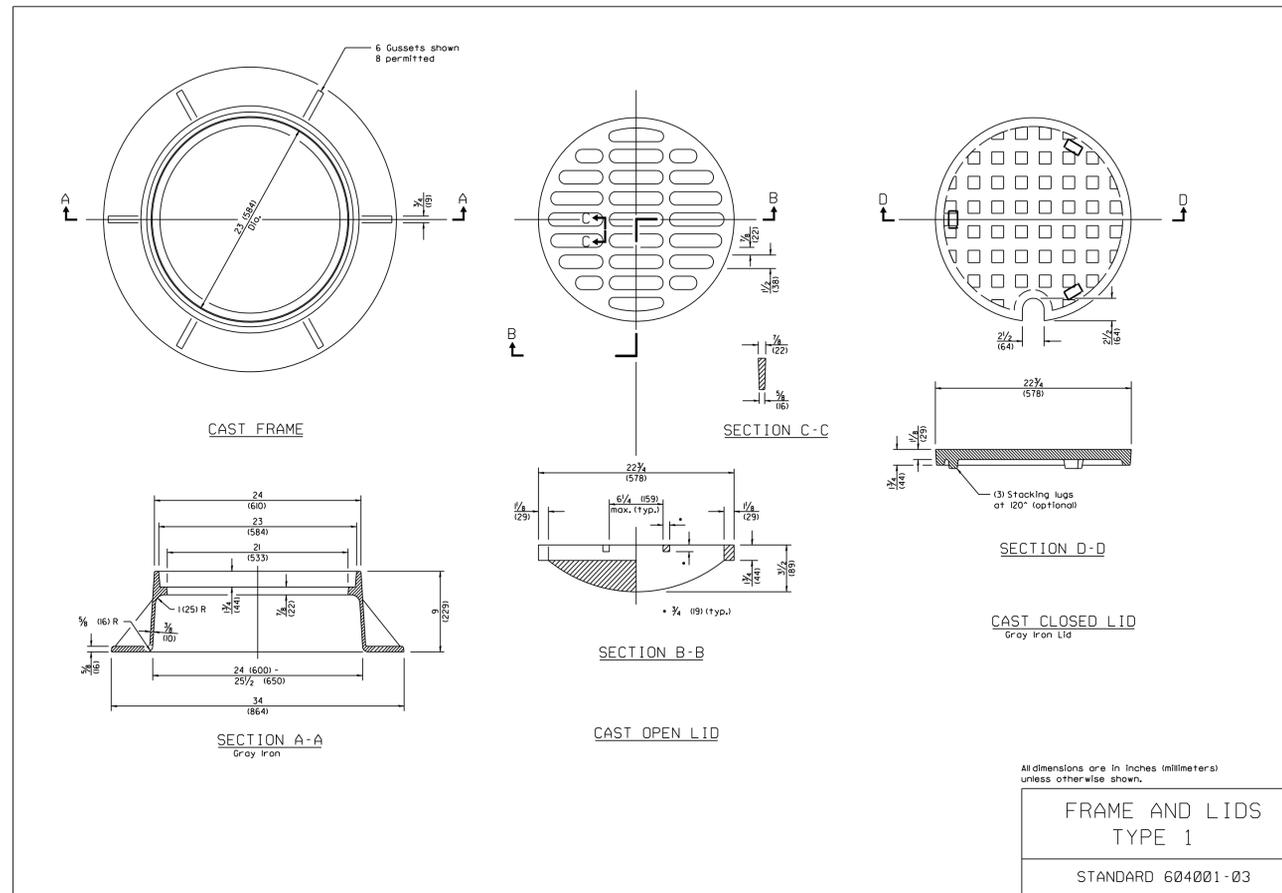


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CHECKED - NLC	REVISED - ---
DATE - 8/27/2014	REVISED - ---

CITY OF BERWYN, ILLINOIS
CITY HALL PARKING LOT

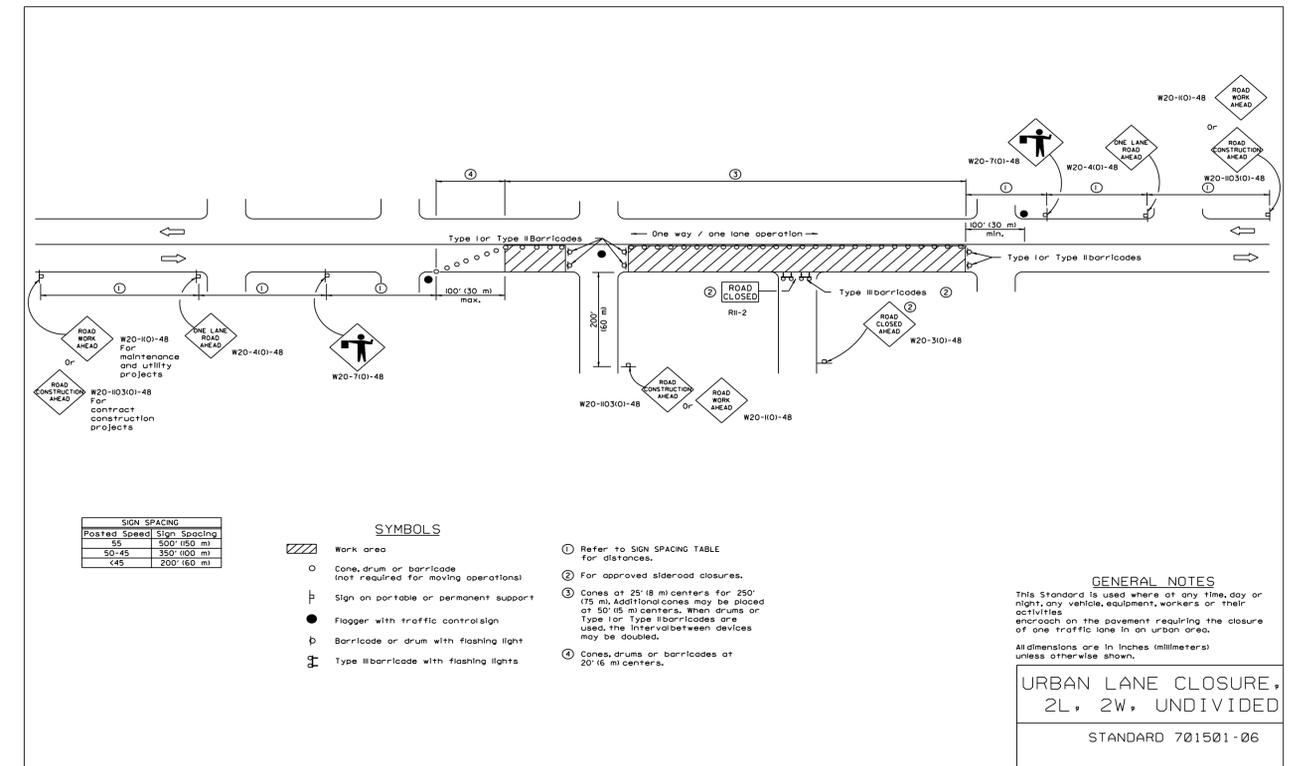
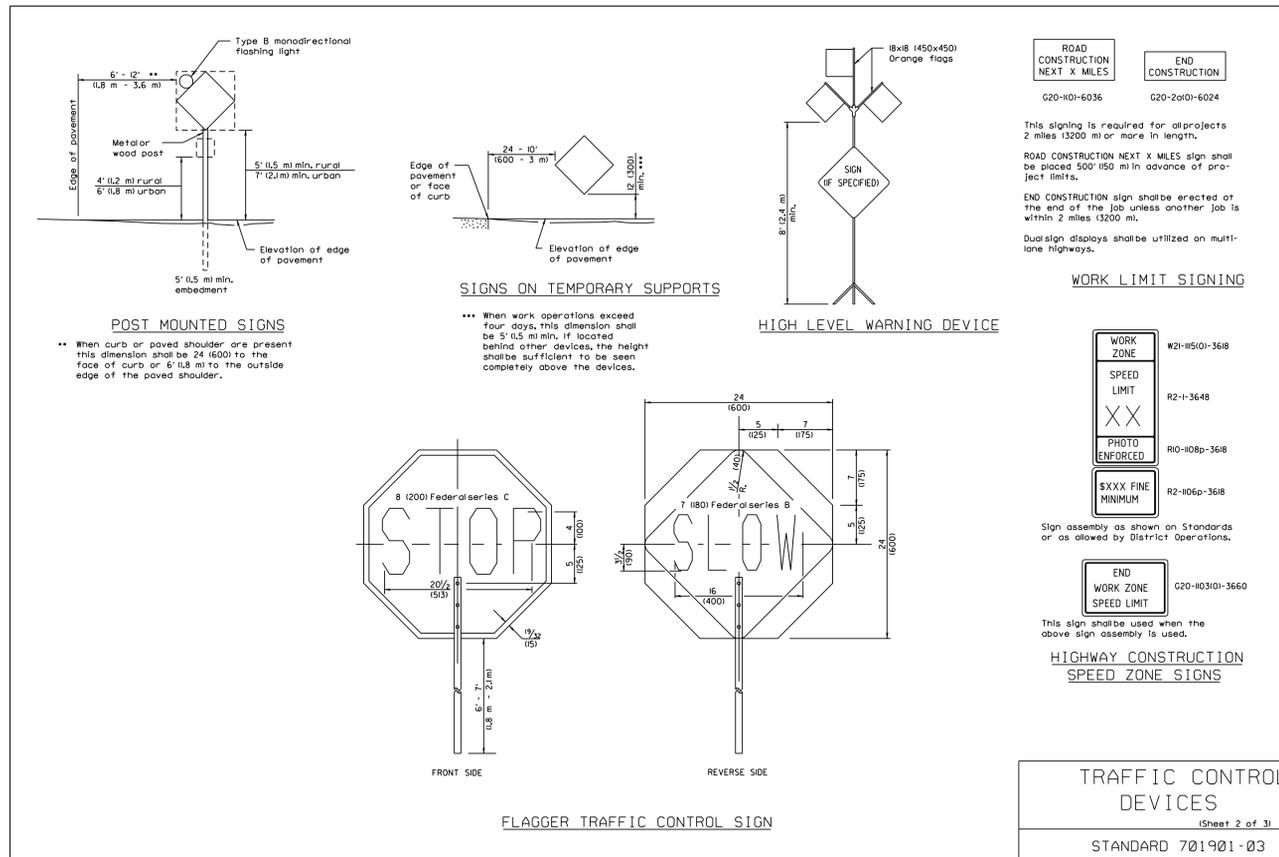
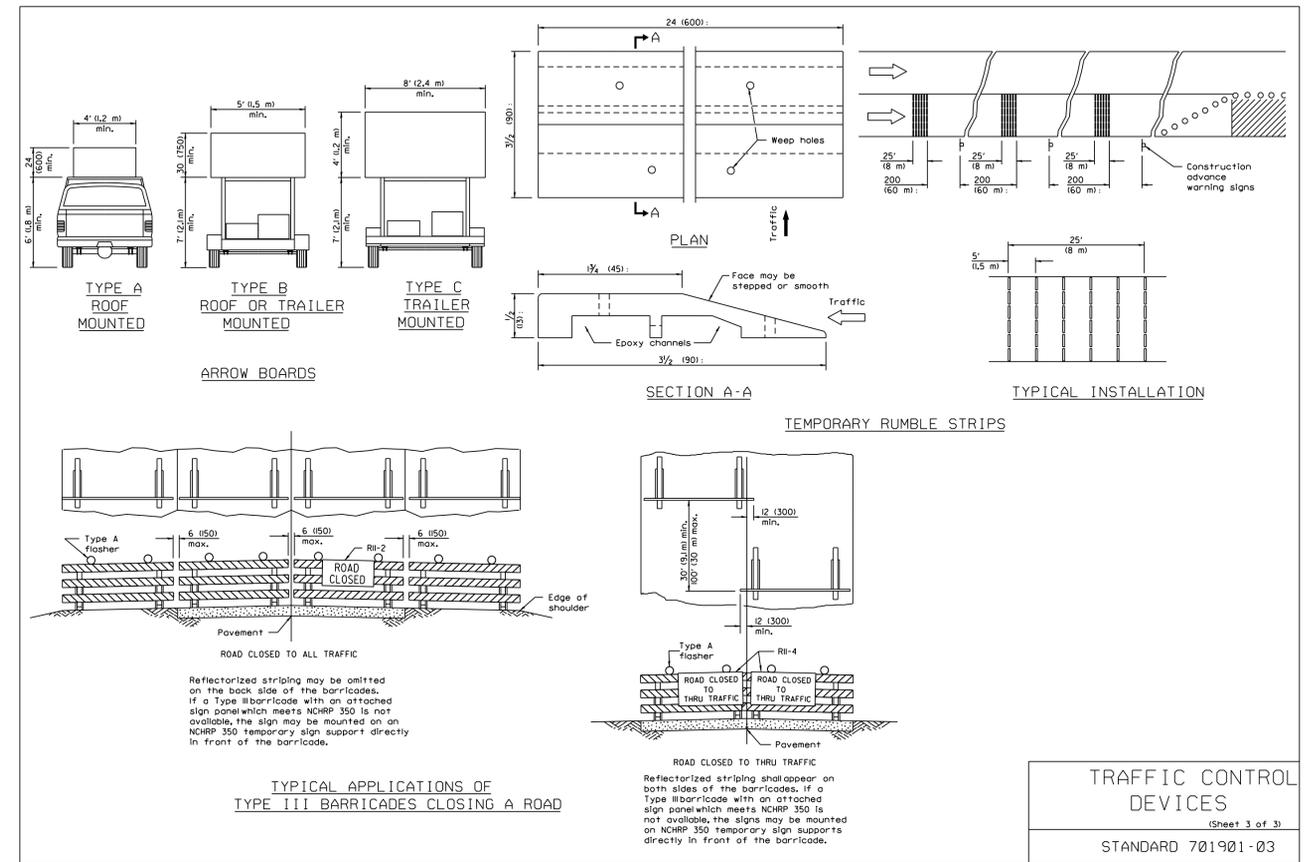
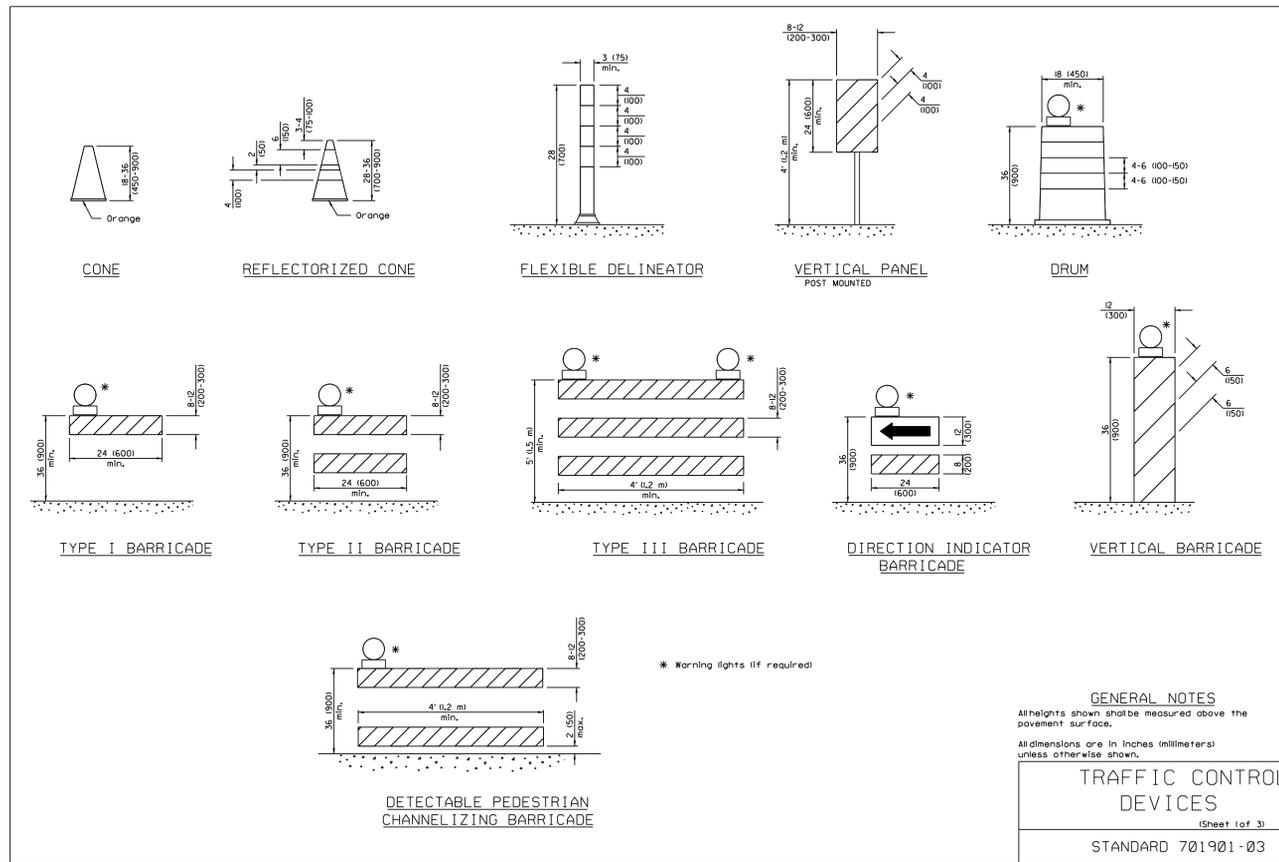
CITY OF BERWYN CITY HALL PARKING LOT STRIPING PLAN		DATE	TOTAL SHEETS	SHEET NO.
		8/27/2014	8	5

PLOT DATE = 8/27/2014
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 PLOT TIME = 11:02:25 AM



DESIGNED - DRS	REVISED - ---	CITY OF BERWYN CITY HALL PARKING LOT DETAILS
DRAWN - DRS	REVISED - ---	
CHECKED - NLC	REVISED - ---	
DATE - 8/27/2014	REVISED - ---	
CITY OF BERWYN, ILLINOIS CITY HALL PARKING LOT		DATE: 8/27/2014
		TOTAL SHEETS: 8
		SHEET NO.: 6

PLOT DATE = 8/27/2014
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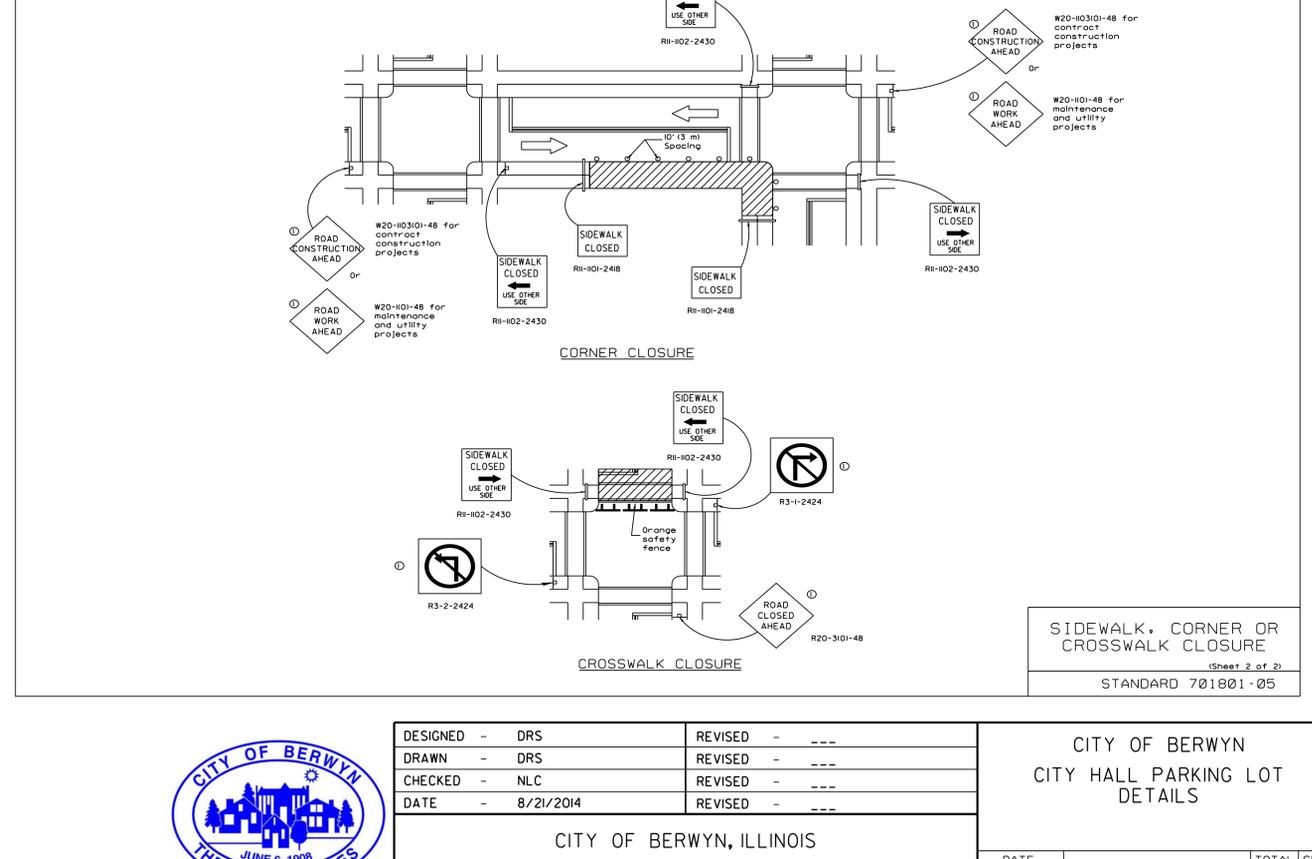
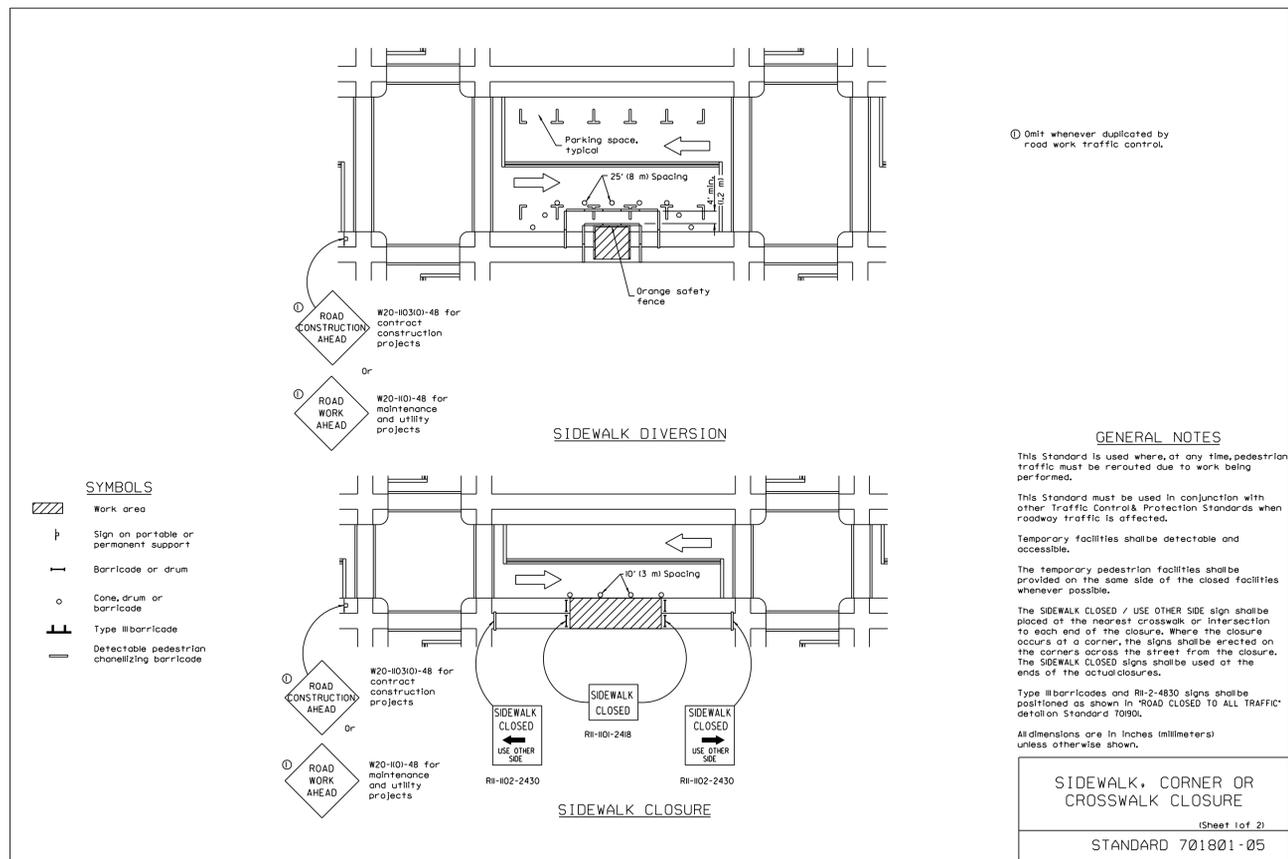
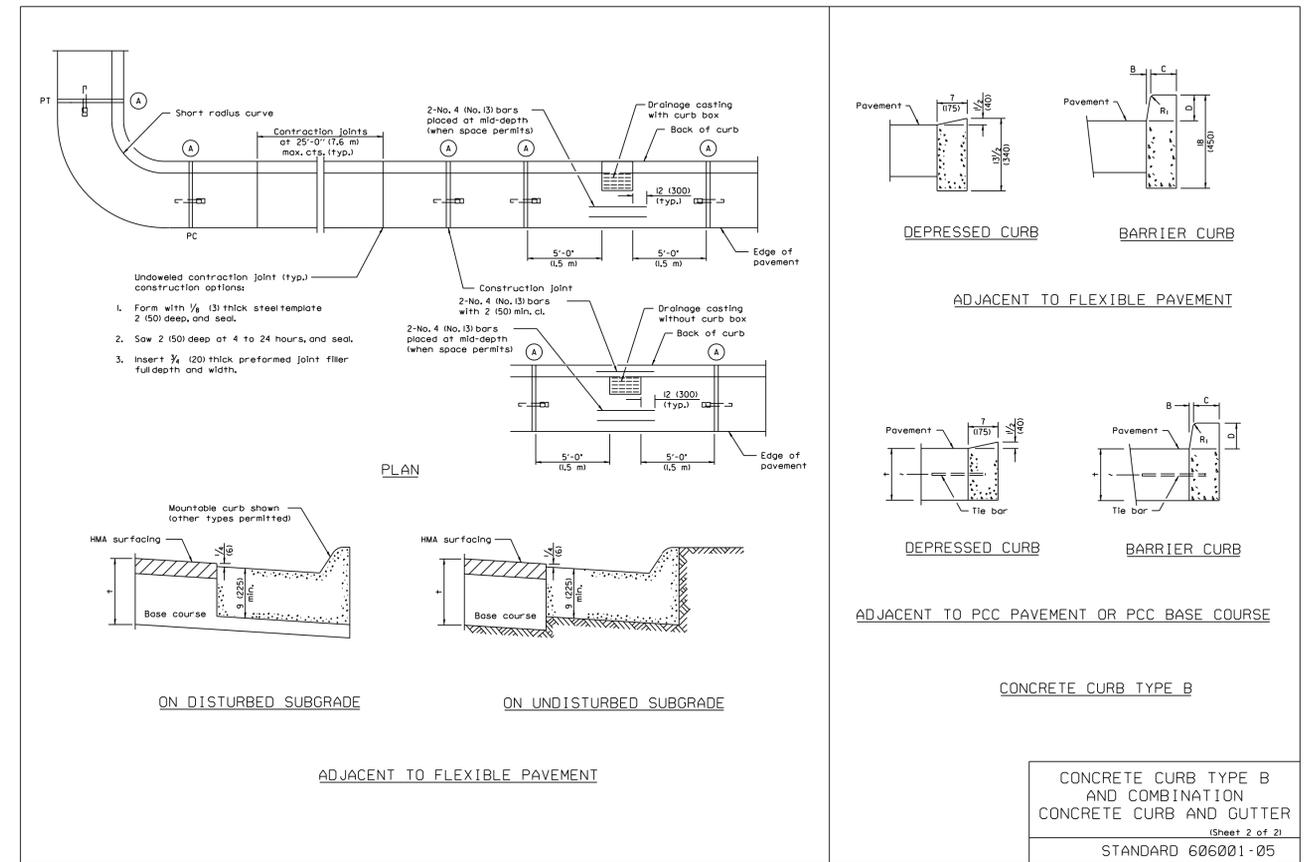
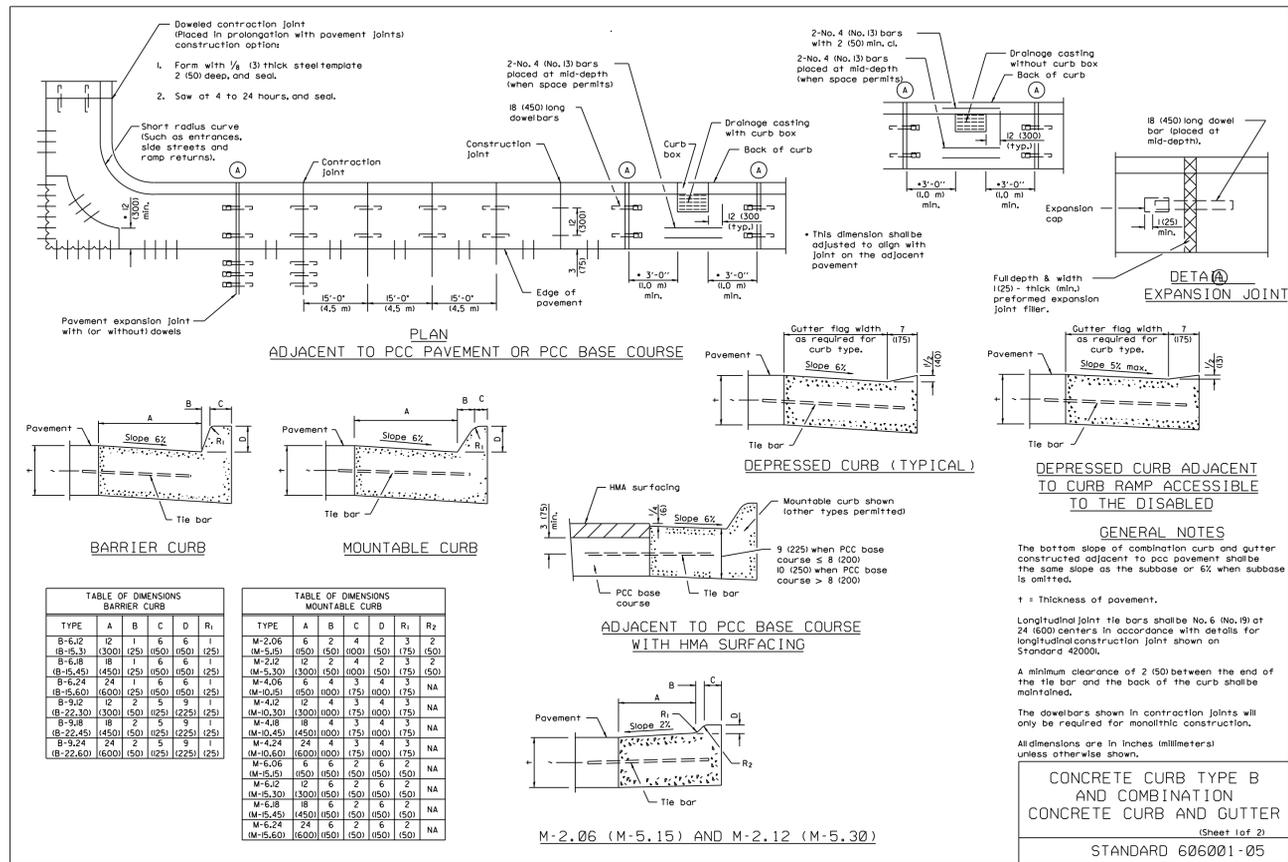


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DATE - 8/27/2014	REVISED - ---

CITY OF BERWYN, ILLINOIS
 CITY HALL PARKING LOT

CITY OF BERWYN CITY HALL PARKING LOT DETAILS	
DATE 8/27/2014	TOTAL SHEETS 8
	SHEET NO. 7

PLOT DATE = 8/21/2014
 FILE NAME = S:\Engineering\Construction Projects\City Hall Parking Lot\DETAIL 3.dgn
 PLOT TIME = 11:57:17 AM



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DATE - 8/21/2014	REVISED - ---

CITY OF BERWYN
 CITY HALL PARKING LOT
 DETAILS

DATE	TOTAL SHEETS	SHEET NO.
8/21/2014	8	8



CITY OF BERWYN, ILLINOIS
 CITY HALL PARKING LOT

**CITY OF BERWYN
COOK COUNTY, ILLINOIS**

**NOTICE TO CONTRACTORS
SPECIAL PROVISIONS
PROPOSAL**

FOR

CITY HALL PARKING LOT IMPROVEMENTS

CITY OFFICIALS:

**ROBERT J. LOVERO, MAYOR
THOMAS J. PAVLIK, CITY CLERK**

Prepared By:

**City of Berwyn
6700 West 26th Street
Berwyn, IL 60402
Phone: 708-788-2660**

October 2014

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TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>SECTION</u>
TABLE OF CONTENTS	A
NOTICE TO CONTRACTORS	B
SPECIAL PROVISIONS	C
PROPOSAL	D

**CITY OF BERWYN
COOK COUNTY, ILLINOIS**

**NOTICE TO CONTRACTORS
SPECIAL PROVISIONS
PROPOSAL
CONTRACT
CONTRACT BOND**

FOR

CITY HALL PARKING LOT IMPROVEMENTS

CITY OFFICIALS:

**ROBERT J. LOVERO, MAYOR
THOMAS J. PAVLIK, CITY CLERK**

Prepared By:

**City of Berwyn
6700 West 26th Street
Berwyn, IL 60402
Phone: 708-788-2660**

October 2014

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TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>SECTION</u>
TABLE OF CONTENTS	A
NOTICE TO CONTRACTORS	B
SPECIAL PROVISIONS	C
PROPOSAL	D
CONTRACT	E
CONTRACT BOND	F

NOTICE TO CONTRACTORS	Owner:	City of Berwyn
	Township:	Berwyn
	County:	Cook

I. TIME AND PLACE OF OPENING OF BIDS:

Sealed Proposals for the improvement described herein will be received at the office of the **City Clerk, City of Berwyn, 6700 West 26th Street, Berwyn, Illinois, 60402**, until **10:00 a.m. on October 22nd, 2014**, and will be publicly opened and read aloud at that time.

II. DESCRIPTION OF WORK:

The proposed work is officially known as:

CITY HALL PARKING LOT IMPROVEMENTS

and includes hot-mix asphalt surface removal; earth excavation; aggregate base installation; hot-mix asphalt binder and surface course installation; drainage structure removal and replacement; and all appurtenant construction.

III. INSTRUCTIONS TO BIDDERS:

- A. All work will be in conformance with the "Standard Specifications for Road and Bridge Construction", dated January 1, 2012.
- B. Plans and Proposal forms may be obtained from the **City Clerk, City of Berwyn, 6700 West 26th Street, Berwyn, Illinois, 60402**.

Proposal forms are non-transferable. Only those Proposals that have been obtained from, and with the approval of the City of Berwyn will be accepted at the bid opening.

NOTICE TO CONTRACTORS, Cont'd.

- C. Only qualified Contractors who can furnish satisfactory proof that they have performed work of similar nature as Contractors will be entitled to receive Plans and submit Proposals. In order to meet this requirement, at the request of the Engineer, bidders will be required to submit a "Statement of Experience" consisting of a list of previous projects of similar nature in order to receive Plans. The Owner reserves the right to issue Bid Documents only to those Contractors deemed qualified.
- D. All Proposals must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than five percent (5%) of the total amount of the Bid, or as provided in the applicable sections of the "Standard Specifications".
- E. No Bid may be withdrawn after opening of Proposals without the consent of the Owner for a period of forty-five (45) days after the scheduled time of opening of Bids.
- F. The Contractor will be required to furnish a labor and material "Performance Bond" in the full amount of the Contract.
- G. The Contractor will be required to pay Prevailing Wages in accordance with all applicable laws.
- H. The bidder is specifically advised that the City is a recipient of a grant issued by the Department of Commerce and Economic Opportunity (DCEO) in the amount of \$50,000.00.

IV. AWARD CRITERIA AND REJECTION OF BIDS:

This Contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the City in the Proposal and Contract documents. The issuance of Plans and Proposal forms for bidding based upon a pre-qualification rating shall not be the sole determinant of responsibility. The City reserves the right to determine responsibility at the time of award, to reject any and all Proposals, to re-advertise the proposed improvements, and to waive technicalities.

**BY ORDER OF:
CITY OF BERWYN
MAYOR AND CITY COUNCIL**

Thomas J. Pavlik
City Clerk

**INDEX TO SPECIAL PROVISIONS
PAGES C-1 to C-64**

Title

Page

SPECIAL PROVISION

The following Provisions, as marked with an "X", shall apply to this Proposal:

PREQUALIFICATION OF BIDDERS

Prequalification of bidders in accordance with Article 102.01 of the "Standard Specifications" will be required of all bidders on this Proposal.

Therefore, before securing a Proposal form, the Contractor must submit evidence of prequalification by furnishing the Engineer with a current "Certificate of Eligibility" from the Illinois Department of Transportation for this kind of work.

AFFIDAVIT

Bidder shall complete and submit with his Proposal an "Affidavit of Availability" (Form BC 57) listing all uncompleted Contracts, including subcontract work, all pending low bids not yet awarded or rejected, and equipment available.

X WAIVER OF BIDDER PREQUALIFICATION

The provisions of Article 102.01 are not applicable to this Proposal.

X "STATEMENT OF EXPERIENCE" REQUIREMENT

Bidders who have **not** previously demonstrated their ability to perform this type of work with the Engineer shall submit a "Statement of Experience" consisting of a list of previous projects of similar nature for evaluation by the Engineer in order to receive Plans. The Owner reserves the right to issue Bid documents only to those Contractors it deems qualified.

In addition, at the request of the Engineer, the low bidder must submit a complete list of **all** projects performed within the last 24 months. This list shall consist of the name of the Owner, the size, type, and nature of the project, the cost, a key contact person and their phone number. This list shall be reviewed and evaluated by the Engineer to serve as a basis for making a recommendation of award of a Contract to the Owner.

*** SPECIAL PROVISION ***

SUBMITTING BID DOCUMENTS

Some of the documents included in this booklet include the inscription "**Return With Bid**". It should be understood that this Provision supplements Section 102 of the "Standard Specifications", and gives the Contractor the option of submitting the entire "Specification Booklet" as his Proposal, or just certain forms marked "Return with Bid". If the Contractor elects to return only certain pages and not the entire book, he shall insure that all said marked pages are returned, including, but not limited to, the Cover Sheet, Bid Bond, Bidder's Affidavit, Proposal, all Certifications, and any Addenda.

Also, the Plans, Specifications, and other documents designated in the Proposal booklet will be considered part of the Proposal whether attached or not. Any Addenda officially issued shall be attached to the Cover Sheet of the Proposal booklet when the bid is submitted, with the content of the Addenda being incorporated into the unit prices submitted in the bid.

Proposal forms are non-transferable. Only those Proposals that have been obtained from, and with the approval of, the City of Berwyn will be accepted at the bid opening.

SPECIAL PROVISION

CONTRACTOR AND SUBCONTRACTOR, SUBSTANCE ABUSE PREVENTION POLICY

Pursuant to P.A. 95-0635 (the "Substance Abuse Prevention on Public Works Act"), employees of the Contractor and employees of any Subcontractor are prohibited from the use of drugs or alcohol, as defined in the Act, while performing work on any public works project.

Before the Contractor or Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0635.

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works: a copy of the substance abuse prevention program along with a cover letter (sample format follows) certifying that their program meets the requirements of the Act or a letter certifying that the Contractor or Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act. A certification form is included in this document in Section "D" and must be completed by the Contractor and each Subcontractor to this Contract.

Sample Cover Letter

Date

(Name and address of public body)

Re: Substance Abuse Prevention Program

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the **City of Berwyn** as follows:

(complete either A or B below)

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

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

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

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

SPECIAL PROVISION

AWARD CRITERIA AND REJECTION OF BIDS

This Contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the municipality in the Proposal and Contract documents. The issuance of Plans and Proposal forms for bidding based upon a pre-qualification rating shall not be the sole determinant of responsibility. The municipality reserves the right to determine responsibility at the time of award, to reject any and all Proposals, to re-advertise the proposed improvements, and to waive technicalities.

SPECIAL PROVISIONS

The "Standard Specifications for Road and Bridge Construction", as prepared by the Illinois Department of Transportation, dated January 1, 2012, shall govern all work included in this project. The "Supplemental Specifications and Recurring Special Provisions", the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the "National Electric Code", which are in effect on the date of invitation for bids shall also govern, as appropriate. The following Special Provisions included herein apply to and govern the proposed improvement and, in case of conflict with any part or parts of said Specifications, said Special Provisions shall take precedence and shall govern.

DEFINITIONS: The following list of definitions amends Section 101 of the "Standard Specifications for Road and Bridge Construction".

Owner - Shall mean the awarding authority of the agency who is to be a party of this Contract, i.e., Mayor and City Council, President and Board of Trustees, Board of Commissioners, or other governmental body as appropriate.

Engineer - Shall mean the City of Berwyn, their officers, employees, and agents who are employed by the Owner to act as their professional representative on the project.

Project - Shall mean all work described and/or shown in the Plans and Specifications that are part of the Contract between the Contractor and the Owner.

PREVAILING WAGE RATES: This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et seq. (the "Act"). The Act requires Contractors and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All Contractors and Subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

The schedule of prevailing wage rates current as of the time of these Specifications is attached hereto and made a part hereof. Should a change in the schedule of prevailing wage rates occur during the term of any Contract and cause an increase in the cost of labor to any Contract, Subcontractor or sub-Subcontractor, such an increase shall not be the basis for any change order or change in the construction cost to Owner.

MAN.5
12/2011

PREFERENCE IN EMPLOYMENT: No person shall be refused or denied employment in any capacity on the grounds of unlawful discrimination, as that term is defined in the Illinois

Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Owner.

The Illinois Human Rights Act applies fully to this Contract and this Contract shall be performed in all respects in compliance with the Illinois Human Rights Act 775 ILCS 5/1-101, et seq., and the Illinois Public Works Employment discrimination Act 775 ILCS 10/0.01, et seq.

LAWS TO BE OBSERVED: The Contractor shall keep himself fully informed of all existing and future Federal, State, County, and Municipal laws, ordinances and regulations which in any manner affect those engaged or employed in the work or the materials used in the work or the conduct of the work or the rights, duties, powers or obligations of the Owner or of the Contractor or which otherwise affect the Contract, and of all orders or decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents, Subcontractors and employees to observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all of its officers, agents, and employees, and the Engineer against any claim, loss, or liability arising or resulting from or based upon the violations of any such law, ordinance, regulation, order or decree, whether by himself or by his agents, Subcontractors or employees. If any discrepancy or inconsistency is discovered in the Plans, Contract Drawings, Contract Specifications or other Contract Documents for the work in relation to such laws, ordinance, regulation, orders, or decree, the Contractor shall forthwith report the same to the Engineer.

REVIEW OF PROJECT SITE AND CONTRACT DOCUMENTS: By preparing his bid on the Project, the Contractor acknowledges and agrees that the Contract Specifications and drawings are complete, and sufficient to enable the Contractor to determine the cost of the work and to enable him to construct the work, in accordance with all applicable laws and regulations governing the work, and otherwise to fulfill his obligations under and as provided in the Contract. The Contractor further acknowledges that he has visited and examined the site, including all physical and other conditions affecting the work and is fully familiar with all of the conditions affecting the same and has considered all these factors in preparing his bid.

In connection therewith, the Contractor specifically represents and warrants to Owner that he has, by careful examination, satisfied himself as to: (1) the nature, location, and character of the project and the site, including, without limitation, the surface conditions of the site and all structures and obstructions thereon and thereunder, both natural and manmade, and surface water conditions of the site and the surrounding area, and subsurface conditions and subsurface water conditions (if a Soils Report is available for examination prior to the bid date); (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the work in the manner and within the cost and time frame required by the Contract. All work shall conform to the Contract,

including the drawings and Specifications. No change therefrom shall be made without Owner's and Engineer's prior written approval.

PROJECT ENGINEER: The bidder is hereby advised that although the above-designated Standard Specifications shall govern the construction of this improvement, the Illinois Department of Transportation will not have jurisdiction over the construction. Jurisdiction for this improvement will be vested in the Owner and their duly authorized representative, the City of Berwyn, 6700 West 26th Street Berwyn, Illinois 60402, 708-788-2660

The Engineer shall have the authority to review and periodically observe the Contractor's performance for compliance with the Plans and Specifications, make all interpretations in the Plans and Specifications, condemn or reject work that is found not to be in compliance, determine the amounts to be paid to the Contractor, and make minor changes in the work that he deems necessary and to be in the best interest of the Owner.

The Engineer is not responsible for advising the Contractor on various construction methods, means, techniques, sequences, procedures, or any safety precautions, and has no authority in giving the Contractor any instructions in this regard. The Engineer is not a project supervisor. All supervisory responsibilities are that of the Contractor.

The Engineer makes no warranties, either expressed or implied, in connection with the Contractor's or Subcontractor's work performed on this project, and shall not be responsible for the Contractor's or Subcontractor's means, methods, techniques, sequences or procedures, timely performance, safety programs and/or precautions incident thereto, or construction, since they are solely the Contractor's rights and responsibilities under these Contract documents.

Additionally, the Engineer has no authority to stop work on behalf of the Owner. Nor shall the Engineer be responsible for the acts or omissions of the Owner in connection with this project, or the failure of the Owner, any Architect, Engineer, Consultant, Contractor or Subcontractor to carry out their respective responsibilities in accordance with these Contract documents.

EQUAL EMPLOYMENT OPPORTUNITY: The Contractor shall comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation building codes, the Americans with Disabilities Act, the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, and all laws and regulations pertaining to occupational and work safety and disposal of construction debris.

In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, or the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies

invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization;
- (b) That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
- (c) That, in all solicitations or advertisements, for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, natural origin or ancestry, citizenship status, military status, age, physical or mental handicap unrelated to ability or association with a person with a disability, or an unfavorable discharge from military service;
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
- (e) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the contract agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations;
- (f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain Department's rules and regulations;
- (g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contractor's obligations are undertaken or assumed, so that such provisions will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the

Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply herewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human rights Commission to be ineligible for Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two (2) types of subcontracts referred to under Paragraph 7 of the Equal Employment Opportunity clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a Contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part is utilized in the performance of any one or more Contracts; or,
- (b) under which any portion of the Contractor's obligations under any one or more Contracts, if performed, undertaken, or assumed.

EXECUTION OF CONTRACT: The Contract shall be executed by the successful bidder and returned together with the Contract Bond within fifteen (15) days after the Contract has been mailed to the bidder.

FAILURE TO EXECUTE CONTRACT: Failure of the successful bidder to execute the Contract and file acceptable Bonds within fifteen (15) days after the Contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the Proposal Guaranty, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under Contract, or otherwise, as the Owner may decide.

NOTICE TO PROCEED: Unless otherwise notified in writing by the Owner or the Engineer, the Contractor's "Notice to Proceed" with the work shall be the receipt of a fully executed copy of the Contract Document, after which the Contractor shall have ten (10) calendar days to mobilize and begin work in accordance with Article 108.03 of the Standard Specifications.

CONTRACTOR PAYMENTS: The Contractor will be paid from funds allocated for financing the project at monthly intervals in accordance with the provisions as outlined in the Standard Specifications. At the end of each calendar month, the Contractor shall submit to the Engineer a sworn statement of the value of work completed to date, a breakdown of amounts remaining to be completed, and partial Waivers of Lien from himself and all Subcontractors and material suppliers, and a sworn statement that those vendors are a complete list of all vendors that are employed on this Contract to complete

the required work. All Waivers of Lien will be on the long form, a sample of which is attached hereto. The Owner will accept a single waiver from the General Contractor for the first payment, with full waiver submittals, as described above, for all subsequent payouts. All partial Waivers shall be considered to be "Waivers of Lien to Date".

For partial payments, all Contractors and Subcontractors shall furnish certification that the work for which payment is requested has been performed and is in place, and to the best of their knowledge, information, and belief the quality of such work is in accordance with the Contract Specifications, subject to 1) any evaluation of such work as a functioning project upon substantial completion, 2) the results of any subsequent tests permitted by the Contract, and 3) any defects or deficiencies not readily apparent upon inspection of the work.

For final payment, the Contractor shall provide certification that the work has been performed in a satisfactory manner and in conformance with all requirements as stipulated in the Contract documents. Final payment will be issued after the entire project has been inspected and all outstanding items have been accepted by the Owner and the Engineer.

The Contractor shall receive final payment within thirty (30) to forty-five (45) days after issuance of the final payment authorization by the Engineer and receipt by the Owner of all required Contractor submissions in accordance with the Contract documents including, without limitation to an application for payment, together with a Contractor's sworn statement in a form acceptable to the Owner, final Waivers of Lien from the Contractor, all Subcontractors and material suppliers in a form acceptable to the Owner, and such other supporting documentation as the Owner may reasonably require to assure proper completion of the work free and clear of third party claims.

Any amounts of money owed by the Contractor to suppliers for tools, materials, equipment, or labor used or expended in connection with the work may be withheld from payments due the Contractor until the Contractor supplies adequate proof of payment, including duly notarized final Waivers of Lien. All sworn statements and Lien Waivers shall include language insuring the Owner that the Contractor and Subcontractors have paid all wages due employees performing work in connection with the project in accordance with the "Prevailing Wage Act", and that all materials were taken from fully-paid stock and delivered to the project in their own vehicles, or shall provide supporting Lien Waivers from material suppliers and transporters if such is not the case.

GUARANTEE OF WORK: Any defective material, or workmanship, or any unfaithful or imperfect work, which may be discovered before the final acceptance of the work and/or within one (1) year thereafter, shall be corrected immediately on the requirements of the Engineer, without extra charge, notwithstanding that it may have been overlooked in the previous inspections and estimates. Failure to review construction shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described.

To insure compliance with this provision, the Contract Bond shall remain in effect for a period of one (1) year from the date of final acceptance, which shall be defined as the date of the final payment estimate.

The Contractor warrants to the Owner and Engineer that all materials and equipment furnished under the Contract will be new and, in the case of equipment, in good working order, that all materials, equipment and labor furnished under the Contract will be free from defects of any kind and shall be in strict conformance with the Contract requirements. This warranty shall not be restricted by the limitations of any manufacturer's warranty or the one (1) year follow up warranty noted above, and shall be enforceable within the Statute of Limitation period as prescribed by law. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Liability or refusal of a Subcontractor or equipment supplier responsible for the defective work or materials, to correct or replace same, shall not excuse the Contractor from performing under this warranty.

EXISTING UTILITIES: Existing public utilities, such as water mains, sewers, gas lines, street lights, telephone lines, electric power lines, cable television, etc., shall be protected against damage during the construction of this project. Whenever the location of an existing utility is known, the approximate location of said utility is indicated on the Plans. This information is given only for the convenience of the bidder and the Owner assumes no responsibility as to the accuracy of the information provided. The Contractor shall consider in his bid the location of all permanent and temporary utility appurtenances in their present or relocated positions, whether shown on the Plans or not, and no additional compensation will be allowed for delays, inconvenience, or special construction methods required in prosecuting the work due to the existence of said utilities.

The Contractor shall contact the Owners of all public and private utilities and obtain locations of all utilities within the limits of the proposed construction and make arrangements, if necessary, to adjust or move any existing utility at the utility company's expense. Any expense incurred by the Contractor in connection with making arrangements shall be borne by the Contractor and considered incidental to the Contract. It shall be this Contractor's responsibility to determine the actual location of all such facilities in the field.

The adjustment of all facilities of Nicor, AT&T, ComEd, Cable Television, etc., shall be done by the respective utility company and, if a conflict is known, are indicated on the Plans as to be done "**BY OTHERS**". All other utility adjustments to sewer, water, and other local facilities under the control of the Owner shall be performed under this Contract and will be paid for under the respective items in the Contract, unless otherwise indicated on the Plans or directed by the Engineer.

The Contractor shall contact **J.U.L.I.E. (1-800-892-0123)** at least 72 hours prior to commencement of work, for public utility locations. The Contractor shall also contact the Water Department of the Owner for location of their facilities, the Department of Public Works of the Owner for location of street lighting cable and sanitary sewers, and the Sanitary District, County, or local Water Commission for location of their facilities if not serviced by a municipal system. In areas on or adjacent to State or County highways, the Contractor shall notify the Electrical Department of the appropriate agency for location of

traffic signal equipment. Any cost incurred for the locating of electric or traffic control facilities shall be borne by the Contractor, and no extra compensation shall be allowed.

UTILITY REPAIR: Whenever the Contractor or any Subcontractor damages an underground utility under the jurisdiction of the Owner or other Municipal agency, the Contractor shall proceed immediately to make the repairs or make arrangements for the repair of the damaged utility. The Contractor shall pay all costs associated with this work, utilizing the skills of a qualified repair Contractor of his own choosing or utilizing his own forces to make the necessary repairs. He shall furnish all labor, materials, and equipment necessary to restore any pipe-line, conduit, service line, etc. to their full and permanent service condition or cause them to be completed using outside Contractors.

All utilities shall be repaired immediately so that service is not interrupted any longer than necessary to any residences or businesses affected by this interruption. If a temporary repair is necessary, it shall be done immediately, and if subsequent permanent repairs are necessary, they shall be completed within one weeks time (seven (7) days). The Engineer will be the sole authority in directing the Contractor as to the extent of work required to correct the damage to the standards expected by the Owner and as to what repairs need to be handled immediately, and what can be deferred for a weeks time. Should the necessary permanent repairs not be done within the time frame stated above, the Owner reserves the right to make the necessary arrangements to have said repairs made by their own maintenance Contractor and back charge the Contractor for all costs related thereto. No additional compensation will be allowed for the repair of any underground utilities damaged by the Contractor due to accidental damage. Any damage done to other public or private utilities shall be reported to the respective utility immediately and the Contractor shall be totally liable for any and all costs for said damage.

PUBLIC NOTIFICATION: When directed by the Owner to notify the public that certain activities included in this project may adversely affect or remove access to their property, buildings, or surroundings, the Contractor will be required to distribute "NOTICES" door to door. This may be necessary when driveway access is altered or removed, water service is to be interrupted, or when any other situation arises that requires the public to be notified. The Contractor shall furnish all necessary personnel to properly distribute said "NOTICES" as directed by the Owner or the Engineer in a time frame to be established by the Owner. All "NOTICES" shall be drafted by the Owner and/or Engineer and furnished to the Contractor for distribution. No "NOTICES" will be distributed that are not endorsed by the Owner or that are not on the Owner's letterhead. No additional compensation will be allowed for this effort.

PROJECT SAFETY: The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926), applicable provisions and regulations of the Occupational Safety and Health Administration (OSHA), Standards of the Williams-Steiger Occupational Health and Safety Act of 1970 (Revised), and the Manual of Accident Prevention in Construction, published by the Associated General Contractors of American as applicable. The Contractor, Engineer, and Owner shall each be responsible for his own respective agents and employees. Neither the Engineer nor Owner have the authority to stop work should

the Contractor be in violation of State and Federal Safety Regulations. The Contractor is responsible for carrying out all safety and health regulations on the job site for his own respective agents and employees and to insure the safety of the general public.

The Contractor shall be responsible for the supply and maintenance of any and all temporary facilities necessary to properly and safely complete the work. The Contractor shall provide and erect barricades or other safeguards which are adequate to warn of danger at the site and to protect persons and property from injury resulting from the work and shall otherwise comply with the requirements of the Contract Documents regarding matters of safety.

CONSTRUCTION LAYOUT MATERIALS: Attention is drawn to the Contractor that in accordance with Article 105.09 of the Standard Specifications, the Contractor will be required to furnish, at his expense, a sufficient quantity of staking materials, including stakes, lath, paint, etc., to adequately stake out line and grade for the proposed improvements. These materials shall be furnished prior to the beginning of construction and the Contractor shall provide sufficient time for the Engineer to properly stake all various units of construction. All staking and marking will be done on offset lines on permanently paved surfaces or stakes at the Engineer's option within the public right-of-way, and it will be the Contractor's responsibility to transfer the grades to the actual line of construction. Failure to provide the necessary materials will result in a delay in starting the project, which will count against the time allowed to complete the project.

Once the stakes have been set, the Contractor shall exercise proper care for the preservation of these stakes to prevent unnecessary losses and additional cost for restaking. Negligence on the part of the Contractor for preserving these stakes serves as just cause for the Engineer to be compensated for the additional cost of resetting those stakes which are displaced. The Engineer will be compensated for his actual cost to reset said stakes, including all labor and materials furnished by the Engineer. All other provisions of the aforementioned section shall apply to this Contract.

SHOP DRAWINGS: Shop drawings shall be submitted for metal fabrication items such as bridges, meter vaults, etc. All shop drawings shall be approved by the Contractor prior to submittal to the Engineer for review. The Engineer shall not approve the shop drawings; it shall be the Contractor's responsibility to provide the necessary labor and material to comply with the Contract provisions.

INSPECTION OF MATERIALS: All hot-mix asphalt and concrete materials used on this project shall be tested and inspected in accordance with the Illinois Department of Transportation's QC/QA requirements.

The Contractor is to submit a QC plan for hot-mix asphalt and concrete materials to the Project Engineer for approval prior to construction operations commencing.

QC reports for hot-mix asphalt and concrete mixtures will be transmitted to the Project Engineer by the Contractor daily during production. The Project Engineer shall review and approve all QC reports prior to finalizing the project. A minimum of five

percent (5%) of the contract amount will be withheld from the Engineer's Payment Estimate pending receipt of all QC documentation and approval by the Project Engineer.

The Contractor's attention is directed to Section 406.07(c) of the Standard Specifications. The Contractor will be required to cut cores from the completed pavement at the station or at locations determined by the Engineer. Nuclear Density Acceptance may be used in lieu of cores if both Quality Control and Quality Assurance have correlated nuclear gages.

INCIDENTAL CONSTRUCTION: Whenever the performance of work is indicated on the Plans or required in the Specifications and no provision is included in the Contract for payment, the work shall be considered incidental to the Contract and no additional compensation will be allowed. If such work is included on the Plans and not the Specifications, or vice versa, it shall be considered to be required in both and included in the work required under the Contract.

PROFESSIONAL LANDSCAPE REQUIREMENT: The Contractor shall procure the services of a qualified, experienced, competent and professional landscaping Contractor for all landscape work included in the Contract Plans and Specifications. The Contractor shall be responsible for the proper performance by such landscape Contractor for the landscape work required by the Contract Plans and Specifications, and such work shall be included in the Contractor's Guaranty and Warranty as provided in the Special Provisions of the Contract Specifications.

BIDDER CERTIFICATIONS REQUIREMENT: All bidders submitting a Proposal for this Contract are required to complete the following certifications that are enclosed in this document following the Proposal. The certifications of the successful bidder shall be attached to and become part of the construction Contract between the Contractor and the Owner. NO BID MAY BE ACCEPTED WHICH DOES NOT INCLUDE THESE CERTIFICATIONS.

- a) The Contractor must certify that it is not barred from contracting with any unit of state or local government, as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of the Criminal Code of 1961, 720 ILCS 5/22E-1 through 5/33E-13.
- b) The Contractor must also execute certification pursuant to 65 ILCS 5/11-42.1-1, in which the Contractor certifies that it is not delinquent in the payment of any taxes administered by the Illinois Department of Revenue.
- c) The Contractor must execute a certification pursuant to 30 ILCS 580/1, et seq., ("Drug-Free Workplace Act") and require that all Subcontractors furnish Certifications of Compliance with this Act.
- d) The Contractor must execute a certification pursuant to 775 ILCS 5/2-105(A)(4) "Sexual Harassment Policy Certification."

- e) The Contractor must execute a certification ("Substance Abuse Prevention Program Certification) pursuant to P.A. 95-0635 of the Substance Abuse Prevention on Public Works Act, and require that all Subcontractors furnish Certifications of Compliance with this Act.

USE OF MUNICIPAL WATER: A portion of the "Standard Specifications" governing methods of construction on various items of work that may be included in this Contract may necessitate the use of a supply of domestic water.

If the Owner under this Contract is a Municipal Corporation having jurisdiction over a public water supply, the Contractor will make his own arrangements to secure a supply of water, but all fees shall be waived and there will be no charge for water used to comply with the requirements of the Specifications. A meter deposit may, however, be required and the Contractor will be responsible for any damages to the meter, or to the water system due to improper use of the facilities.

If the Owner under this Contract is a "private party" or corporation other than a Municipal Corporation or Illinois unit of local government, the Contractor shall make the same arrangements as outlined above for securing said supply of water. If the work site is located within a Municipality and a public water supply is available, he shall make the necessary arrangements with the proper officials to use that water supply, if possible, secure a meter to quantify usage, and pay all costs including cost of water for those respective services.

No additional compensation will be allowed for compliance with this provision.

TAXES: If the Owner is a Municipal Corporation or Illinois unit of local government, such as a Village, City, Town, Park District, Sanitary District, Water Commission, or Township, etc., the Owner shall afford the Contractor the benefit of using their Tax Exempt status in the purchase of all materials and equipment that are incorporated into this project. Otherwise, the Contractor shall, without additional expense to the Owner, pay all applicable Federal, State, and local taxes, except taxes and assessments on the real property comprising the site of the project. Bids shall be calculated accordingly.

COMPLETION AND FINAL PUNCHLIST: After all work on this project is complete, the Engineer will prepare a final "Punchlist" of items that have not been completed to the satisfaction of the Owner or the Engineer, which require correction prior to final acceptance by the Owner. Upon issuance of the final "Punchlist", the Contractor will have fifteen (15) calendar days to complete all work outstanding. The Engineer will reinspect the project to determine if all work has been completed. If all work is not complete within the initial fifteen (15) day period, the Contractor will be considered in default, and the Engineer will recommend to the Owner that whatever means appropriate should be taken in placing the Contractor in default.

CONTRACT

1. **THIS AGREEMENT**, made and concluded the _____ day of _____, 2014, between the City of Berwyn, acting by and through the Mayor and City Council, as the party of the first part, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. **WITNESSETH:** That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all the materials and all labor necessary to complete the work in accordance with the Plans and Specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. **AND**, it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans as prepared by the City of Berwyn, and designated as *CITY HALL PARKING LOT IMPROVEMENTS* are all essential documents of this Contract, and are a part hereto.

4. **IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

Party of the First Part

ATTEST:

Thomas J. Pavlik, Clerk

The City of Berwyn
By _____
Title Hon. Robert J. Lovero, Mayor

(S E A L)

Party of the Second Part

(If a Corporation)

Corporate Name _____

By _____
President

(If a Co-Partnership)

(SEAL)

(SEAL)

Partners doing Business under the name
of _____

(If an Individual)

(SEAL)

Secretary
(Corporate Seal)

(SAMPLE)

FINAL WAIVER OF LIEN

STATE OF ILLINOIS }
COUNTY OF _____ } SS

City # _____
Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by _____
to furnish _____
for the premises known as _____
of which _____ is the Owner.

The undersigned, for and in consideration of _____
(\$ _____) Dollars, and other good and valuable consideration, the receipt whereof
is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the State
of Illinois, relating to mechanics liens, with respect to and on said above-described premises, and the improvements thereon, and on
the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due
from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished, or which may be
furnished at any time hereafter by the undersigned for the above-described premises.

Given under _____ hand _____ and seal _____
this _____ day of _____, 2014.

Signature and Seal: _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used,
corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership
name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }
COUNTY OF _____ } SS

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is _____
_____ of the _____
who is the Contractor of the _____ work on the
building located at _____
owned by _____.

That the total amount of the Contract including extras is \$ _____ of which he has received payment of \$ _____ prior to
this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or
equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor
or both for said work and all parties having Contracts or Subcontracts for specific portions of said work or for material entering into
the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material
required to complete said work according to Plans and Specifications.

	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	PAYMENT	BALANCE DUE
LABOR AND MATERIAL TO COMPLETE					

That there are no other Contracts for said work outstanding, and there is nothing due or to become due to any person for
materials, labor or other work of any kind done or to be done upon or in connection with said work other than above
stated.

Signed this _____ day of _____, 2014.

Signature _____

Subscribed and sworn to before me this _____ day of _____, 2014.

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE

Description: This item shall consist of the Contractor's efforts to protect the Owner, the Engineer, and any other parties listed herein, from any adverse actions that may result because of the construction activities by the Contractor or any of his Subcontractors. This shall include the Hold Harmless Provisions, as outlined below, and the necessary Insurance Provisions complete as described herein. All of the following provisions are included:

Hold Harmless Provisions

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Owner, its officials, agents, employees, and volunteers, its Engineer, the City of Berwyn and its agents and employees, and the Engineer's Consultants and their respective agents and employees, herein referred to as Indemnitees, from and against any and all claims for injuries, deaths, damages, losses, patent claims, suits, liabilities, judgments, economic losses and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance of work under this Contract, provided that such claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of, tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, excluding any apportionate amount of any claim, damage, loss, or expense which is caused by a party indemnified hereunder. Such obligations shall not be construed as to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. The Contractor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom, or in connection therewith, and if any judgment shall be rendered against the Owner, its officials, agents, employees, or the City of Berwyn and its agents and employees, or their Subcontractors in any action, the Contractor shall at his own expense satisfy and discharge the same.

In any claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefits acts, or other employee benefit acts. The City of Berwyn is intended to be a third party beneficiary under this Contract.

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE, Cont'd.

The Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner, its officials, agents, employees and the City of Berwyn and its agents and employees as herein provided.

The Contractor further agrees, that to the extent that money is due the Contractor by virtue of this Contract, and as shall be considered necessary in the judgment of the Owner, funds may be retained by the Owner to protect itself and/or the Engineer against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Owner and the Engineer.

The Contractor and any Subcontractor engaged in the performance of any work on this project agree to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation, claims asserted by persons allegedly injured on the project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agree to indemnify and defend the Owner and the Engineer and their agents, employees, and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence.

Insurance

Pursuant to the Hold Harmless Provisions as outlined above, the Contractor shall secure and maintain in effect at all times, at his expense, insurance of the following kinds and limits to cover all locations of the Contractor's operations, including all his Subcontractors, in connection with work on this project. The Contractor shall furnish Certificates of Insurance to the Owner and to the Engineer **before starting construction**, or within ten (10) days after the execution of the Contract by the Owner, whichever date is reached first. **If the Contractor fails to meet this time requirement for submitting the insurance to the Owner and to the Engineer, working days shall be assessed in accordance with Article 108.04 of the Standard Specifications, regardless of the fact that the Contractor may not commence with work due to his failure or inability to provide the necessary insurance as noted herein.** All insurance shall include a non-cancellation clause provision preventing cancellation without thirty (30) days written prior notice to the Owner and to the Engineer, and shall remain in effect throughout the life of the project.

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE, Cont’d.

Please take note that all of the insurance noted below is required. For example, the OWNER and the CITY OF BERWYN must be named as additional insureds on a "primary, non-contributory basis" for Part 1 noted below. Also, a **separate** OCP policy naming the **OWNER & the CITY OF BERWYN as the "NAMED INSUREDS"** must also be obtained as outlined under Part 2 below, and all insurance noted under Parts 3, 4 and 5 below must be provided, unless specifically deleted for this project.

A. Minimum Limits of Insurance

Contractor and his Subcontractors shall maintain limits of no less than:

1. Contractors-
Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000. The General Liability Policy shall include coverage for Contractual Liability and Broad Form Property Damage Coverage. OWNER and the CITY OF BERWYN shall be named as Additional Insureds on a Primary Non-Contributory basis. All coverage afforded the "Additional Insureds" shall be for all ongoing and completed operations performed by the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them for all work associated with this project. The Policy will include a Per Project Aggregate Endorsement. Also, any "XCU Exclusions" shall be deleted.

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

2. Owners and Engineers-
Contractors Protective Liability: An OCP Policy shall also be provided having limits of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000. The General Liability Policy shall include coverage for Contractual Liability. The OWNER and the CITY OF BERWYN will be the

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE, Cont'd.

named insureds on this OCP Policy. There will be NO deductible or self-insured retention amount due on this OCP policy.

The coverage afforded by this OCP policy shall be primary and at no time shall any endorsements, additional forms, or riders be attached that would modify or limit said coverage.

3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for any vehicle owned, leased, hired, or non-owned, used by the Contractor.
4. Workers' Compensation and Employers' Liability: Workers' Compensation limits and coverage for the specific type of work being performed as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident. The Policy will also include a Waiver of Subrogation in favor of the OWNER and THE CITY OF BERWYN.

The coverage to be afforded under this section is applicable to the work associated with the project, as outlined in this document, for claims arising from the negligent acts and/or omissions of the Contractor, their subcontractor(s) and/or supplier(s), and anyone directly or indirectly employed by them.

5. Umbrella Liability: Umbrella Liability Policy for not less than \$2,000,000.

Insurance under Parts 6, 7 and 8 below will be required if indicated by an "X".

- ___ 6. Installation Floater: Contractor shall maintain "All Risk" coverage for construction materials going to the job site, at temporary storage locations, and at the job site.
- ___ 7. Builder's Risk: Shall insure against "All Risk" of physical damage for losses including but not limited to: fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, theft, smoke and water damage (flood and hydrostatic pressure not excluded), during the Contract time, on a completed value basis and in an amount not less than the Contract price totaled in the bid. The Policy will include "Theft of Building Materials" and "Soft Costs" coverages.

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE, Cont’d.

- _____ 8. Supplemental Insurance Coverage: Should the project require “supplemental” insurance coverage as deemed necessary by the Owner and/or Engineer, it shall be provided as outlined below:

<u>Type of Insurance</u>	<u>Limit Required</u>
a. _____	\$ _____
b. _____	\$ _____
c. _____	\$ _____

Note: If “Contractor’s Pollution Liability Insurance” is required as indicated above, **both the OWNER and THE CITY OF BERWYN shall be named as “Additional Insureds” on a Primary Non-Contributory basis on that policy.**

B. Contractor’s Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be the sole responsibility of the Contractor.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner and the Engineer. It shall be the Contractor’s responsibility to insure that said Notice is delivered to both the Owner and the Engineer by Certified Mail, “Return Receipt Requested”.

D. Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. Best’s rating of A-, VIII, or higher.

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE, Cont'd.

E. Verification of Coverage

1. Contractor's Insurance:

Contractor shall furnish the Owner and the Engineer with "**Certificates of Insurance**" evidencing coverage required by this Section. The **Certificates** for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The **Certificates** shall be on standard forms provided by the insurance company or agent and are to be received and approved by the Owner and Engineer **before any work commences**. The Owner reserves the right to request full certified copies of the insurance policies. No manuscript policies will be allowed. (SEE SAMPLE "CERTIFICATE OF INSURANCE" ENCLOSED HEREIN.)

2. OCP Policy:

Contractor shall furnish the Owner and the Engineer with an "**Insurance Binder**" evidencing that the aforementioned coverage is bound by the Company to protect the Owner and the Engineer. This Insurance Binder shall be on the standard form provided by the insurance company or agent and is to be received and approved by the Owner and Engineer **before any work commences**.

When issued, the original OCP POLICY shall be sent directly to the office of the Engineer, the City of Berwyn 6700 West 26th Street Berwyn, Illinois 60402. No manuscript policies will be allowed.

3. It should also be noted that the Contractor is required to provide all the coverages specified herein, as well as assume the obligations of the conditions and requirements as stated herein. **The mere acceptance of the Insurance Certificates/Binder by the Owner or the Engineer shall not relieve the Contractor from any obligation for providing the protection required in these Specifications.**

F. Subcontractors

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate **Certificates** for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein, excluding the requirement for obtaining a separate "OCP Policy" as may be stated herein.

SPECIAL PROVISION

INSURANCE PROVISIONS – COMPLETE, Cont'd.

Basis of Payment: This item shall be paid for at the Contract lump sum price for **INSURANCE PROVISIONS – COMPLETE**, which price shall be payment in full for providing all insurance as noted herein, including the cost of the OCP policy.

Payment will be made on the basis of the ratio of the total amount of work completed to date to the total value of the work required to be performed. **All insurance, including the OCP Policy, shall remain in full force and effect until the project has been accepted by the Owner, acceptance being defined elsewhere in these Specifications.**

Payment will not be made under this item if the actual OCP policy contains any riders, endorsements, or additional forms which limit or modify the coverage required herein. **Failure to procure all required insurance coverage shall be considered a breach of Contract.**

ACORD	“SAMPLE”	Date (MM/DD/YY)			
CERTIFICATE OF LIABILITY INSURANCE					
PRODUCER <p style="text-align:center;">FULLY COMPLETED</p>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <p style="text-align:center;">INSURERS AFFORDING COVERAGE</p> Insurer A: Name of Insurance Company Insurer B: Name of Insurance Company Insurer C: Name of Insurance Company Insurer D: Name of Insurance Company Insurer E: Name of Insurance Company				
INSURED <p style="text-align:center;">FULLY COMPLETED</p>					
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE Date (MM/DD/YY)	POLICY EXPIRATION Date (MM/DD/YY)	
	GENERAL LIABILITY CG0001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	POLICY NUMBER	POLICY START DATE	POLICY END DATE	EACH OCCURRENCE \$ 1,000 FIRE DAMAGE (Any one fire) \$ 100 MED EXP (Any one person) \$ 10 PERSONAL & ADV INJURY \$ 1,000 GENERAL AGGREGATE \$ 2,000 PRODUCT-COMP/OP AGG \$ 2,000
	AUTOMOBILE LIABILITY CA0001 <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	POLICY NUMBER	POLICY START DATE	POLICY END DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____	POLICY NUMBER	POLICY START DATE	POLICY END DATE	AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	POLICY NUMBER	POLICY START DATE	POLICY END DATE	EACH OCCURRENCE \$ 2,000 AGGREGATE \$ 2,000 \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	POLICY NUMBER	POLICY START DATE	POLICY END DATE	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EACH ACCIDENT \$ 1,000 DISEASE-POLICY LIMIT \$ 1,000 DISEASE-EA EMPLOYEE \$ 1,000
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS					
OWNER: CITY OF BERWYN PROJECT DESCRIPTION: CITY HALL PARKING LOT IMPROVEMENTS - BERWYN, IL "Certificate Holders" are "Additional Insureds" on a Primary Non-Contributory Basis with respect to the General Liability only. "Waiver of Subrogation" is provided on the Workers' Compensation coverage in favor of the CERTIFICATE HOLDER(S). No endorsements or additional forms shall modify or limit the coverage provided to the "ADDITIONAL" INSURED(S).					
CERTIFICATE HOLDER <input checked="" type="checkbox"/> Additional Insured, Insurer Letter:			CANCELLATION		
OWNER (Including its officials, employees and volunteers), the City of Berwyn . (Including its agents and employees).			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <p style="text-align:right;">Authorized Signature</p>		
ACORD 25-S (CURRENT VERSION)			© ACORD CORPORATION 20__		



“S A M P L E”

INSURANCE BINDER

Date (MM/DD/YYYY)

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.				
AGENCY		COMPANY		BINDER
		DATE	EFFECTIVE TIME	DATE
Phone (A/C. No. Ext)		FAX (A/C. No. Ext)		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #
CODE:	SUB CODE:			
AGENCY CUSTOMER NO.		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)		
INSURED		CITY OF BERWYN CITY HALL PARKING LOT IMPROVEMENTS PROJECT NO. 13129		
OWNER and The City of Berwyn				

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	CONS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC _____				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE (OCP)	RETRO DATE FOR CLAIMS MADE	EACH OCCURRENCE		\$ 1,000,000
		DAMAGE TO RENTED PREMISES		\$
		MED EXP (Any one person)		\$
		PERSONAL & ADV INJURY		\$
		GENERAL AGGREGATE		\$ 2,000,000
		PROJECTS – COMP/OP AGGR		\$
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTO		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY MOTORIST		\$
		UNINSURED MOTORIST		\$
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/> COLLISION _____ <input type="checkbox"/> OTHER THAN COL _____		ACTUAL CASH VALUE		\$
		STATED AMOUNT		\$
				\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____	RETRO DATE FOR CLAIMS MADE	AUTO ONLY – EA ACCIDENT		\$
		OTHER THAN AUTO ONLY		\$
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM		EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
		WC STATUTORY LIMITS		\$
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE – EA EMPLOYEE		\$
		E.L. DISEASE – POLICY LIMIT		\$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY		FEEES		\$
		TAXES		\$
SPECIAL CONDITIONS/ OTHER COVERAGES		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS		MORTGAGEE LOSS PAYEE	ADDITIONAL INSURED
OWNER (Including its officials, employees and volunteers) and the City of Berwyn. (Including its agents and employees)		LOAN #	
		AUTHORIZED REPRESENTATIVE	

Cook County Prevailing Wage for April 2014

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		37.100	37.600	1.5	1.5	2.0	13.38	9.520	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		44.240	48.220	2.0	2.0	2.0	6.970	17.54	0.000	0.350
BRICK MASON		BLD		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
CARPENTER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	12.16	12.35	0.000	0.430
CERAMIC TILE FNSHER		BLD		34.810	0.000	2.0	1.5	2.0	10.20	7.830	0.000	0.640
COMM. ELECT.		BLD		38.000	40.800	1.5	1.5	2.0	8.420	11.30	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRIC PWR GRNDMAN		ALL		34.980	49.850	1.5	1.5	2.0	8.290	11.10	0.000	0.350
ELECTRIC PWR LINEMAN		ALL		44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRICIAN		ALL		43.000	46.000	1.5	1.5	2.0	12.83	14.27	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		49.900	56.140	2.0	2.0	2.0	12.73	13.46	3.990	0.600
FENCE ERECTOR		ALL		34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	0.300
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		46.950	49.450	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER		ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
LABORER		ALL		37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		30.520	0.000	1.5	1.5	2.0	9.700	12.55	0.000	0.590
MARBLE MASON		BLD		40.780	44.860	1.5	1.5	2.0	9.700	12.71	0.000	0.740
MATERIAL TESTER I		ALL		27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II		ALL		32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
OPERATING ENGINEER		BLD	1	46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	2	44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	3	42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	4	40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	5	49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	6	47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	7	49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	5	52.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	1	44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	2	43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	3	41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	4	40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	5	39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	6	47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	7	45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER		ALL		42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	0.600
PAINTER		ALL		40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.680
PLASTERER		BLD		41.250	43.730	1.5	1.5	2.0	11.10	11.69	0.000	0.550
PLUMBER		BLD		46.050	48.050	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER		BLD		39.200	42.200	1.5	1.5	2.0	8.280	9.690	0.000	0.430
SHEETMETAL WORKER		BLD		41.210	44.510	1.5	1.5	2.0	10.48	19.41	0.000	0.660
SIGN HANGER		BLD		30.210	30.710	1.5	1.5	2.0	4.850	3.030	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.75	8.850	0.000	0.450
STEEL ERECTOR		ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON		BLD		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040

SURVEY WORKER		ALL		37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER		BLD		36.040	0.000	1.5	1.5	2.0	10.20	9.900	0.000	0.540
TERRAZZO MASON		BLD		39.880	42.880	1.5	1.5	2.0	10.20	11.25	0.000	0.700
TILE MASON		BLD		41.840	45.840	2.0	1.5	2.0	10.20	9.560	0.000	0.880
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E	ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		41.950	42.950	1.5	1.5	2.0	8.180	11.78	0.000	0.630

Legend: RG (Region)

TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fiber optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fiber optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Turnapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self- Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

INDEX
FOR SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

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

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-12) (Revised 1-1-15)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>		<u>Page No.</u>
101	Definition of Terms	1
102	Advertisement, Bidding, Award, and Contract Execution	2
105	Control of Work	3
106	Control of Materials	5
107	Legal Regulations and Responsibility to Public	6
108	Prosecution and Progress	14
109	Measurement and Payment	15
202	Earth and Rock Excavation	17
211	Topsoil and Compost	19
250	Seeding	20
253	Planting Woody Plants	21
280	Temporary Erosion and Sediment Control	23
312	Stabilized Subbase	24
406	Hot-Mix Asphalt Binder and Surface Course	25
407	Hot-Mix Asphalt Pavement (Full-Depth)	28
420	Portland Cement Concrete Pavement	32
424	Portland Cement Concrete Sidewalk	34
440	Removal of Existing Pavement and Appurtenances	35
502	Excavation for Structures	36
503	Concrete Structures	37
504	Precast Concrete Structures	40
506	Cleaning and Painting New Steel Structures	41
512	Piling	42
516	Drilled Shafts	43
521	Bearings	44
540	Box Culverts	45
588	Bridge Relief Joint System	46
589	Elastic Joint Sealer	48
602	Catch Basin, Manhole, Inlet, Drainage Structure, and Valve Vault Construction, Adjustment, and Reconstruction	49
603	Adjusting Frames and Grates of Drainage and Utility Structures	50
606	Concrete Gutter, Curb, Median, and Paved Ditch	52
610	Shoulder Inlets with Curb	53
639	Precast Prestressed Concrete Sight Screen	54
642	Shoulder Rumble Strips	55

643	Impact Attenuators	56
644	High Tension Cable Median Barrier	58
669	Removal and Disposal of Regulated Substances	60
670	Engineer's Field Office and Laboratory	64
701	Work Zone Traffic Control and Protection	65
706	Impact Attenuators, Temporary	68
707	Movable Traffic Barrier	71
708	Temporary Water Filled Barrier	73
730	Wood Sign Support	75
780	Pavement Striping	76
816	Unit Duct	81
836	Pole Foundation	82
860	Master Controller	83
1001	Cement	84
1003	Fine Aggregates	85
1004	Coarse Aggregates	87
1006	Metals	91
1011	Mineral Filler	93
1017	Packaged, Dry, Combined Materials for Mortar	94
1018	Packaged Rapid Hardening Mortar or Concrete	95
1019	Controlled Low-Strength Material (CLSM).....	96
1020	Portland Cement Concrete	97
1024	Grout and Nonshrink Grout	136
1030	Hot-Mix Asphalt	137
1040	Drain Pipe, Tile, Drainage Mat, and Wall Drain	142
1042	Precast Concrete Products	143
1069	Pole and Tower	144
1070	Foundation and Breakaway Devices	145
1073	Controller	146
1081	Materials for Planting	147
1082	Preformed Bearing Pads	148
1083	Elastomeric Bearings	149
1088	Wireway and Conduit System	150
1095	Pavement Markings	152
1101	General Equipment	155
1102	Hot-Mix Asphalt Equipment	157
1103	Portland Cement Concrete Equipment	159
1105	Pavement Marking Equipment	160
1106	Work Zone Traffic Control Devices	161

CHECK SHEET
FOR
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

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

<u>CHECK SHEET #</u>	<u>RECURRING SPECIAL PROVISIONS</u>	<u>PAGE NO.</u>
1	<input checked="" type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts (Eff. 2-1-69)(Rev. 1-1-10)	149
2	<input checked="" type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	152
3	<input checked="" type="checkbox"/> EEO (Eff. 7-21-78) (Rev. 11-18-80)	153
4	<input type="checkbox"/> Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	163
5	<input type="checkbox"/> Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-13)	168
6	<input type="checkbox"/> Asbestos Bearing Pad Removal (Eff. 11-1-03)	173
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09)	174
8	<input type="checkbox"/> Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	175
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	176
10	<input type="checkbox"/> Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	179
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	182
12	<input type="checkbox"/> Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	184
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09)	188
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09)	190
15	<input type="checkbox"/> PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	191
16	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	193
17	<input type="checkbox"/> Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)	194
18	<input type="checkbox"/> PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	196
19	<input type="checkbox"/> Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	197
20	<input type="checkbox"/> Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12)	198
21	<input type="checkbox"/> Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12)	202
22	<input type="checkbox"/> Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	204
23	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	206
24	<input type="checkbox"/> Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	208
25	<input type="checkbox"/> Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	209
26	<input type="checkbox"/> English Substitution of Metric Bolts (Eff. 7-1-96)	210
27	<input type="checkbox"/> English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	211
28	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01) (Rev. 1-1-13)	212
29	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-13)	213
30	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-14)	216
31	<input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-14)	224
32	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations (Eff. 4-1-07)	240
33	<input type="checkbox"/> Pavement Marking Removal (Eff. 4-1-09)	242
34	<input type="checkbox"/> Preventive Maintenance – Bituminous Surface Treatment (Eff. 1-1-09) (Rev. 1-1-12)	243
35	<input type="checkbox"/> Preventive Maintenance – Cape Seal (Eff. 1-1-09) (Rev. 1-1-12)	249
36	<input type="checkbox"/> Preventive Maintenance – Micro-Surfacing (Eff. 1-1-09) (Rev. 1-1-12)	264
37	<input type="checkbox"/> Preventive Maintenance – Slurry Seal (Eff. 1-1-09) (Rev. 1-1-12)	275
38	<input type="checkbox"/> Temporary Raised Pavement Markers (Eff. 1-1-09) (Rev. 1-1-14)	285
39	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam (Eff. 1-1-09) (Rev. 1-1-12)	286

CHECK SHEET
FOR
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

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

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

<u>CHECK SHEET #</u>	<u>PAGE NO.</u>
LRS 1	Reserved..... 290
LRS 2	<input type="checkbox"/> Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07)..... 291
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-10)..... 292
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones (Eff. 1-1-99) (Rev. 1-1-07)..... 293
LRS 5	<input type="checkbox"/> Contract Claims (Eff. 1-1-02) (Rev. 1-1-07)..... 294
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02) (Rev. 1-1-13)..... 295
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-13)..... 301
LRS 8	Reserved..... 307
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments (Eff. 1-1-99) (Rev. 1-1-11)..... 308
LRS 10	Reserved..... 309
LRS 11	<input checked="" type="checkbox"/> Employment Practices (Eff. 1-1-99)..... 310
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 1-1-14)..... 312
LRS 13	<input checked="" type="checkbox"/> Selection of Labor (Eff. 1-1-99)(Rev. 1-1-12)..... 314
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-09)..... 315
LRS 15	<input checked="" type="checkbox"/> Partial Payments (Eff. 1-1-07)..... 318
LRS 16	<input type="checkbox"/> Protests on Local Lettings (Eff. 1-1-07) (Rev. 1-1-13)..... 319
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program (Eff. 1-1-08)(Rev. 1-8-08)..... 320
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt (Eff. 1-1-07) (Rev. 1-1-13)..... 321

BDE SPECIAL PROVISIONS
For the April 25 and June 13, 2014 Lettings

The following special provisions indicated by an “x” are applicable to this contract and will be included by the Project Development and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>	
80240	1	Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012	
80099	2	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014	
80274	3	Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013	
80192	4	Automated Flagger Assistance Device	Jan. 1, 2008		
80173	5	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2013	
80241	6	Bridge Demolition Debris	July 1, 2009		
50261	7	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010	
50481	8	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010	
50491	9	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010	
50531	10	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010	
80292	11	Coarse Aggregate in Bridge Approach Slabs/Footings	April 1, 2012	April 1, 2013	
80310	12	Coated Galvanized Steel Conduit	Jan. 1, 2013		
80198	13	Completion Date (via calendar days)	April 1, 2008		
80199	14	Completion Date (via calendar days) Plus Working Days	April 1, 2008		
*	80293	15	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2014
*	80294	16	Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	April 1, 2012	April 1, 2014
	80311	17	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
*	80334	18	Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	
	80277	19	Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
	80261	20	X Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2014
*	80335	21	Contract Claims	April 1, 2014	
	80029	22	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Aug. 2, 2011
	80265	23	Friction Aggregate	Jan. 1, 2011	
	80229	24	Fuel Cost Adjustment	April 1, 2009	July 1, 2009
	80329	25	Glare Screen	Jan. 1, 2014	
	80303	26	Granular Materials	Nov. 1, 2012	
	80304	27	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Jan. 1, 2013
	80246	28	X Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
	80322	29	Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov. 1, 2013	
	80323	30	Hot-Mix Asphalt – Mixture Design Verification and Production	Nov. 1, 2013	
	80315	31	Insertion Lining of Culverts	Jan. 1, 2013	Nov. 1, 2013
*	80336	32	Longitudinal Joint and Crack Patching	April 1, 2014	
*	80324	33	LRFD Pipe Culvert Burial Tables	Nov. 1, 2013	April 1, 2014

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80325	34	LRFD Storm Sewer Burial Tables	Nov. 1, 2013	
80045	35	Material Transfer Device	June 15, 1999	Jan. 1, 2009
80165	36	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
* 80337	37	Paved Shoulder Removal	April 1, 2014	
80330	38	Pavement Marking for Bike Symbol	Jan. 1, 2014	
80298	39	Pavement Marking Tape Type IV	April 1, 2012	
80254	40	Pavement Patching	Jan. 1, 2010	
80331	41	Payrolls and Payroll Records	Jan. 1, 2014	
80332	42	Portland Cement Concrete – Curing of Abutments and Piers	Jan. 1, 2014	
80326	43	Portland Cement Concrete Equipment	Nov. 1, 2013	
* 80338	44	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80300	45	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
80328	46	Progress Payments	Nov. 2, 2013	
80281	47	Quality Control/Quality Assurance of Concrete Mixtures	Jan. 1, 2012	Jan. 1, 2014
34261	48	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	49	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80306	50	X Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2014
80327	51	Reinforcement Bars	Nov. 1, 2013	
80283	52	Removal and Disposal of Regulated Substances	Jan. 1, 2012	Nov. 2, 2012
80319	53	Removal and Disposal of Surplus Materials	Nov. 2, 2012	
80307	54	Seeding	Nov. 1, 2012	
* 80339	55	Stabilized Subbase	April 1, 2014	
80127	56	Steel Cost Adjustment	April 2, 2004	April 1, 2009
80317	57	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80301	58	Tracking the Use of Pesticides	Aug. 1, 2012	
80333	59	Traffic Control Setup and Removal Freeway/Expressway	Jan. 1, 2014	
20338	60	Training Special Provisions	Oct. 15, 1975	
* 80318	61	Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80288	62	Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2013
80302	63	Weekly DBE Trucking Reports	June 2, 2012	
80289	64	Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	65	X Working Days	Jan. 1, 2002	

The following special provisions are in the 2014 Supplemental Specifications and Recurring Special Provisions:

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80309	Anchor Bolts	Articles 1006.09, 1070.01, and 1070.03	Jan. 1, 2013	
80276	Bridge Relief Joint Sealer	Article 503.19 and Sections 588 and 589	Jan. 1, 2012	Aug. 1, 2012

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80312	Drain Pipe, Tile, Drainage Mat, and Wall Drain	Article 101.01, 1040.03, and 1040.04	Jan. 1, 2013	
80313	Fabric Bearing Pads	Article 1082.01	Jan. 1, 2013	
80169	High Tension Cable Median Barrier	Section 644 and Article 1106.02	Jan. 1, 2007	Jan. 1, 2013
80320	Liquidated Damages	Article 108.09	April 1, 2013	
80297	Modified Urethane Pavement Marking	Section 780, Articles 1095.09 and 1105.04	April 1, 2012	
80253	Movable Traffic Barrier	Section 707 and Article 1106.02	Jan. 1, 2010	Jan. 1, 2013
80231	Pavement Marking Removal	Recurring CS #33	April 1, 2009	
80321	Pavement Removal	Article 440.07	April 1, 2013	
80022	Payments to Subcontractors	Article 109.11	June 1, 2000	Jan. 1, 2006
80316	Placing and Consolidating Concrete	Articles 503.06, 503.07, and 516.12	Jan. 1, 2013	
80278	Planting Woody Plants	Section 253 and Article 1081.01	Jan. 1, 2012	Aug. 1, 2012
80305	Polyurea Pavement Markings	Article 780.14	Nov. 1, 2012	Jan. 1, 2013
80279	Portland Cement Concrete	Sections 312, 503, 1003, 1004, 1019, and 1020	Jan. 1, 2012	Nov. 1, 2013
80218	Preventive Maintenance – Bituminous Surface Treatment	Recurring CS #34	Jan. 1, 2009	April 1, 2012
80219	Preventive Maintenance – Cape Seal	Recurring CS #35	Jan. 1, 2009	April 1, 2012
80220	Preventive Maintenance – Micro-Surfacing	Recurring CS #36	Jan. 1, 2009	April 1, 2012
80221	Preventive Maintenance – Slurry Seal	Recurring CS #37	Jan. 1, 2009	April 1, 2012
80224	Restoring Bridge Approach Pavements Using High-Density Foam	Recurring CS #39	Jan. 1, 2009	Jan. 1, 2012
80255	Stone Matrix Asphalt	Sections 406, 1003, 1004, 1030, and 1011	Jan. 1, 2010	Aug. 1, 2013
80143	Subcontractor Mobilization Payments	Article 109.12	April 2, 2005	April 1, 2011
80308	Synthetic Fibers in Concrete Gutter, Curb, Median and Paved Ditch	Articles 606.02 and 606.11	Nov. 1, 2012	
80286	Temporary Erosion and Sediment Control	Articles 280.04 and 280.08	Jan. 1, 2012	
80225	Temporary Raised Pavement Marker	Recurring CS #38	Jan. 1, 2009	
80256	Temporary Water Filled Barrier	Section 708 and Article 1106.02	Jan. 1, 2010	Jan. 1, 2013
80273	Traffic Control Deficiency Deduction	Article 105.03	Aug. 1, 2011	
80270	Utility Coordination and Conflicts	Articles 105.07, 107.19, 107.31, 107.37, 107.38, 107.39 and 107.40	April 1, 2011	Jan. 1, 2012

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project

Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/otaq/retrofit/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verde/verdev.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010
 Revised: April 1, 2012

Description. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030 05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge (i.e for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores..

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test
- b. Unconfined Edge.. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location "

Revise the Density Control Limits table in Article 1030 05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	Ndesign = 50	93.0 – 97.4%	91.0%
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 – 96.0 %	90.0 %
IL-9.5, IL-9.5L, IL 12.5	Ndesign < 90	92.5 – 97.4 %	90.0 %
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 – 96.0%	90.0 %
IL-9.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 – 97.4 %	90.0 %
SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0 %
All Other	Ndesign = 30	93.0 – 97.4 %	90.0 %

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000 Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the State Prompt Payment Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012

Revise: January 1 2013

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

1031.01 Description. Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All HAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
 - (1) Type 1. Type 1 HAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
 - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

1031.02 Stockpiles. RAP and RAS stockpiles shall be according to the following.

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e., "Homogeneous Surface").

Prior to milling, the Contractor shall request the District provide documentation on the quality of the RAP to clarify the appropriate stockpile.

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP shall pass the sieve size specified below for the mix the FRAP will be incorporated.

Mixture FRAP will be used in:	Sieve Size that 100% of FRAP Shall Pass
IL-2.50	2 in. (50 mm)
IL-19.0	1 1/2 in. (40 mm)
IL-12.5	1 in. (25 mm)
IL-9.5	3/4 in. (20 mm)
IL-4.75	1/2 in (13 mm)

- (2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent 1) the same aggregate quality, but shall be at least C quality: 2) the same type of crushed aggregate (either crushed natural aggregate, ACHE slag, or steel slag): 3) similar gradation: and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag.
- (4) Conglomerate "D" Quality (DO). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, HMA (High or Low ESAL), or All Other" (as defined by Article 1030.04(a)(3)) mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality", RAP/FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.
- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise approved by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS. RAS type and lot number shall be maintained by project contract number and kept for a minimum of three years.

1031.03 Testing. RAP/FRAP and RAS testing shall be according to the following.

(a) RAP/FRAP Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.

(1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

(2) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Each sample shall be split to obtain two equal samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

(b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to Illinois Department of Transportation Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Source".

Samples shall be collected during stockpiling at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 250 tons (225 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS or RAS blended with manufactured sand shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

Before testing, each sample shall be split to obtain two test samples. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall perform a washed extraction and test for unacceptable materials on the other test sample according to Department procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

If the sampling and testing was performed at the shingle processing facility in accordance with the QC Plan, the Contractor shall obtain and make available all of the test results from start of the initial stockpile.

1031.04 Evaluation of Tests. Evaluation of tests results shall be according to the following.

- (a) Evaluation of RAP/FRAP Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G_{mm} . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	FRAP/Homogeneous <u>/Conglomerate</u>	Conglomerate "D" <u>Quality</u>
1 in. (25 mm)		5 %
1/2 in. (12.5 mm)	8%	15%
No. 4(4.75 mm)	6%	13%
No 8(2.36 mm)	5%	
No. 16 (1.18 mm)		15 %
No. 30 (600 mm)	5 %	
No. 200 (75 mm)	2.0 %	4.0 %
Asphalt Binder	0.4 % ^{1/}	0.5 %
G_{mm}	0.03	

1/ The tolerance for FRAP shall be 0.3 %

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, the RAP/FRAP shall not be used in HMA unless the RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

- (b) Evaluation of RAS and RAS Blended with Manufactured Sand Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5%
No. 16 (1.18mm)	± 5%
No. 30 (600 μm)	± 4%
No. 200 (75 μm)	± 2.0%
Asphalt Binder Content	± 1.5%

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, or if the percent unacceptable material exceeds 0.5 percent by weight of material retained on the # 4 (4.75 mm) sieve, the RAS or RAS blend shall not be used in Department projects. All test data and acceptance ranges shall be sent to the District for evaluation.

1031.05 Quality Designation of Aggregate in RAP/FRAP.

(a) RAP. The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.51. surface mixtures are designated as containing Class B quality coarse aggregate.
- (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
- (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures. and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
- (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

(b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

1031.06 Use of RAP/FRAP and/or RAS in HMA. The use of RAP/FRAP and/or RAS shall be a Contractor's option when constructing HMA in all contracts.

(a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.

- (1) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) Surface and Binder Mixture applications.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. RAP/FRAP from Conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus #4 (4.75 mm) homogeneous RAP and FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.

- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL). HMA base course, and HMA base course widening shall be FRAP, homogeneous. or conglomerate, in which the coarse aggregate is Class C quality or better.
 - (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP. homogeneous, conglomerate, or conglomerate DO.
 - (6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given N Design.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.
- (1) RAP/RAS, When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the Max RAP/RAS ABR table listed below for the given Ndesign.

RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures ^{1/,2/} Ndesign	RAP/RAS Maximum ABR %		
	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10
105	10	10	10

1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28), If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG64- 22 to be reduced to a PG58-28).

(2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed

in the FRAP/RAS tables listed below for the given N design.

Level 1 - FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixture <i>1/, 2/</i>	Level FRAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified <i>3/, 4/</i>
30	35	35	10
50	30	25	10
70	25	20	10
90	20	15	10
105	10	10	10

1/ For HMA "All Other" (shoulder and stabilized subbase) N30 the FRAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When FRAP/RAS ABR exceeds 20 percent for all mixes the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a P058-28).

3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.

4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 percent.

Level 2 — FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures <i>1/,2/</i>	Level 2 — FRAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified <i>3/,4/</i>
30	40	40	10
50	40	30	10
70	30	20	10
90	30	20	10
105	30	15	10

1/ For HMA "All Other" (shoulder and stabilized subbase) N30, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When FRAP/RAS ABR exceeds 20 percent for all mixes the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F

(135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABA exceeds 25 percent (i.e 26 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.

4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 percent.

1031.07 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the above detailed requirements.

FRAP/RAS mix designs exceeding the Level 1 FRAP/RAS Maximum ABR percentages shall be tested prior to submittal for verification, according to Illinois Modified AASHTO T 324 (Hamburg Wheel) and shall meet the following requirements.

Asphalt Binder Grade	# Repetitions	Max. Rut Depth in. (mm)
PG76-XX	20,000	1/2 (12.5)
PG70-XX	15,000	1/2 (12.5)
PG64-XX	7,500	1/2 (12.5)
PG58-XX	5,000	1/2 (12.5)

(a) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS designs shall be submitted for volumetric verification. If additional RAP/FRAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP/FRAP stockpile and HMA mix design. and meets all of the requirements herein, the additional RAP/FRAP stockpiles may be used in the original mix design at the percent previously verified.

(b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.500 shall be used for mix design purposes.

1031.08 HMA Production. Mixture production where the FRAP/RAS ABR percentage exceeds the Level 1 limits, shall be sampled within the first 500 tons (450 metric tons) on the first day of production with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. *The* requirement to cease mix production may be waived if the plant produced mixture conformance is demonstrated prior to start of mix production for a State contract.

(a) RAP/FRAP. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

To remove or reduce agglomerated material, a scalping screen, Bator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix. the sizing device shall be set at a size specified by the Engineer.

If the RAP/FRAP control tolerances or OC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP/FRAP and either switch to the virgin aggregate design or submit a new RAP/FRAP design.

- (b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within \pm 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.

When producing HMA containing RAS, a positive dust control system shall be utilized.

- (c) RAP/FRAP and/or RAS. HMA plants utilizing RAP/FRAP and/or RAS shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute each print
- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- f. Accumulated asphalt binder in gallons (liters) tons (metric tons), etc. to the nearest 0.1 unit.
- g. Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)

(2) Batch Plants

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- d. Mineral filler weight to the nearest pound (kilogram).

- f. RAP/FRAP/RAS weight to the nearest pound (kilogram).
- g. Virgin asphalt binder weight to the nearest pound (kilogram).
- h. Residual asphalt binder in the RAP/FRAP/RAS material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

1031.09 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders Type B shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used to construct aggregate surface course and aggregate shoulders shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

80306

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **ten (10)** working days.

80071

State of Illinois
Department of Transportation

SPECIAL PROVISION
FOR
PARTIAL PAYMENTS

Effective: January 1, 2007

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

“The State will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the Engineer may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than \$500.00.

When any payment is made directly to the State, payments for completed work shall have deducted the proportionate share of the cost to be borne by the State. The deduction will be the estimated cost to the State divided by the awarded contract value with this percentage applied to the value of work in place. Any adjustment to be made because of changed quantities will be made when the final payment is being processed. No retainage will be held from the value of such payments.”

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

**SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES**

Effective: January 1, 1999
Revised: January 1, 2007

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

Replace Article 105.07 of the Standard Specifications with the following:

"105.07 Cooperation with Utilities. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:

(1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.

(2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.

(3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

(b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:

(1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.

(2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

*** SPECIAL PROVISION ***

TRENCH BACKFILL

Description: This item shall consist of furnishing and installing aggregates for use as backfilling material for all trenches made within the limits of a proposed pavement, or as required by the Plans and Specifications and the disposal of all surplus excavated materials. All work shall be in accordance with the applicable portions of Sections 208 and 550 of Standard Specifications, except as modified herein.

Materials: In lieu of the fine aggregates referred to in Sections 208 and 550 and Article 1003.04 of the Standard Specifications, the materials that will be used on this project and designated as trench backfill shall be crushed limestone, Coarse Aggregate, Grade CA-6, in accordance with Article 1004.01.

Construction: All trench backfill materials shall be compacted in accordance with Method 1 of Article 550.07 of the Standard Specifications.

Method of Measurement: The maximum volume for which trench backfill will be paid will be in accordance with the final backfill column of the attached Standard Drawing No. 2 of the "Standard Specifications for Water and Sewer Main Construction". Trench backfill will be paid for within the limits of twelve inches (12") above the pipeline to the bottom of pavement.

Basis of Payment: This work will not be paid for separately, but shall be considered incidental to the installation of the catch basin as indicated on the plans.

TABLE 1

INSIDE DIAMETER OF CONDUIT IN INCHES "D"	MAXIMUM TRENCH WIDTH IN FEET FOR PAYMENT	BEDDING C.Y./FOOT WHERE ELIGIBLE FOR PAYMENT	HAUNCHING C.Y./FOOT WHERE ELIGIBLE FOR PAYMENT	INITIAL BACKFILL C.Y./FOOT WHERE ELIGIBLE FOR PAYMENT	FINAL BACKFILL C.Y./FOOT PER FOOT OF DEPTH WHERE ELIGIBLE FOR PAYMENT	PERMANENT PAVEMENT REMOVAL AND REPLACEMENT S.Y./FOOT
6	3.58	0.04	0.03	0.17	0.13	0.62
8	3.78	0.05	0.05	0.19	0.14	0.64
10	3.97	0.05	0.06	0.20	0.15	0.66
12	4.17	0.05	0.07	0.22	0.15	0.69
14	4.36	0.05	0.08	0.24	0.16	0.71
15	4.46	0.06	0.09	0.25	0.17	0.72
16	4.56	0.06	0.10	0.26	0.17	0.73
18	4.75	0.06	0.11	0.29	0.18	0.75
20	4.94	0.06	0.12	0.31	0.18	0.77
21	5.04	0.06	0.13	0.32	0.19	0.78
24	5.33	0.07	0.15	0.35	0.20	0.81
27	5.63	0.07	0.17	0.38	0.21	0.85
28	5.72	0.17	0.18	0.39	0.21	0.86
30	5.92	0.07	0.20	0.41	0.22	0.88
33	6.21	0.08	0.22	0.45	0.23	0.91
36	6.50	0.08	0.24	0.48	0.24	0.94
42	7.08	0.09	0.29	0.56	0.26	1.01
48	7.67	0.09	0.35	0.63	0.28	1.07
54	8.25	0.10	0.40	0.71	0.31	1.14
60	8.83	0.11	0.46	0.79	0.33	1.20
66	9.42	0.12	0.52	0.87	0.35	1.27
72	10.00	0.12	0.58	0.95	0.37	1.33
78	10.58	0.13	0.65	1.04	0.39	1.40
84	11.17	0.14	0.72	1.13	0.41	1.46
90	11.75	0.15	0.79	1.23	0.44	1.53
96	12.33	0.15	0.86	1.32	0.46	1.59
102	12.92	0.16	0.94	1.42	0.48	1.66
108	13.50	0.17	1.02	1.52	0.50	1.72
120	14.67	0.18	1.19	1.73	0.54	1.85

**STANDARD DRAWING
NO. 2**

DIV.V/STANDARD DRAWING NO. 2 /DIV:V /PAGE: 128

STORM SEWERS, TYPE 2 (PVC SDR 26), Various

Description: This work shall consist of constructing or repairing storm sewers as needed in order to connect to the proposed catch basins as indicated on the Plans. All work shall be in accordance with Section 550 of the "Standard Specifications for Road and Bridge Construction".

Materials: The material to be used in this work shall be Polyvinyl Chloride (PVC). All Polyvinyl Chloride plastic pipe materials shall conform to all the requirements of ASTM D-3034. Joints shall be rubber gasket type, meeting the requirements of ASTM D-3212.

Whenever storm sewers connect directly from a combined sewer to proposed catch basins, a half trap shall be included in the discharge line from the catch basin. Half traps shall consist of a fabricated half trap fitting or two (2) 45° bends closely joined together. 90° bends will not be allowed. Half traps will be buried in the trench line and shall not be located inside the catch basin itself. (Half traps shall be included in the bid price for "CATCH BASINS, TYPE C and/or TYPE A".)

Installation: Sewers shall be constructed on a six-inch (6") bed of granular materials and covered up to a point twelve inches (12") above the top of the pipe. These materials will not be paid for separately, but shall be merged in the unit price bid for the catch basin requiring sewer improvements.

If new storm sewer is required, the Contractor will be required to submit lengths and the types of pipes required for the catch basin installation.

Basis of Payment: This work will not be paid for separately, but shall be considered incidental to the installation of the catch basin as indicated on the plans, which price shall be payment in full for all labor, materials, and equipment necessary to construct sewers at the required locations, in accordance with the Standard Specifications, including bedding, and cradle materials to a point twelve inches (12") above the top of the pipe.

PROOF ROLLING

Description: This work shall consist of the Contractor furnishing various labor and equipment necessary to proof roll the subgrade in order to assist the Engineer in determining the performance of the existing subgrade and the extent of undercutting that might be necessary. This will be required under this project unless specifically waived by the Engineer in the field at the time of construction.

As a minimum, the Contractor will be required to furnish a fully-loaded dump truck having a gross weight of not less than 60,000 lbs., a driver, and supervisory personnel to accompany the Engineer and/or representatives of the Owner to walk the entire length of the project, up and back, for a complete visual evaluation. At the time of the proof roll, the Engineer will mark various sections for undercutting. Any areas of subgrade failure shall be removed as directed and paid for under the items of "POROUS GRANULAR EMBANKMENT, SUBGRADE (PGES), SPECIAL".

Basis of Payment: This work will not be paid for separately, but shall be considered incidental to the Contract. The Contractor shall furnish these services for as long as required by the Engineer to evaluate the entire limits of the project.

*** SPECIAL PROVISION ***

EARTH EXCAVATION

Description: This work shall consist of the excavation and complete removal and disposal of the existing stone and soil materials to the lines and grades as shown on the Plans. All work shall be performed in accordance with Section 202 of the "Standard Specifications for Road and Bridge Construction".

Method of Measurement: The Plan Summary of Quantities shows an estimated total "EARTH EXCAVATION" quantity for the proposed parking lot. The Contractor will be paid for the quantity 480 C.Y. as shown on the Plans for the work required to excavate and grade the parking lot to the lines and grades as shown of the Plans. This work will not be measured in place at the time of construction. No additional payment or deduction will be made based on Plan quantity and actual field quantity difference. If the Engineer directs the Contractor to undercut unstable material, the Contractor will be paid for the additional excavation separately, as measured in place, under the item of POROUS GRANULAR EMBANKMENT, SUBGRADE (PGES), SPECIAL.

Basis of Payment: This work will be paid for at the Contract unit price per cubic yard for **EARTH EXCAVATION**, which price shall be payment in full for all work as specified herein, and in accordance with the applicable portions of the Standard Specifications.

*** SPECIAL PROVISION ***

POROUS GRANULAR EMBANKMENT, SUBGRADE (PGES), SPECIAL

Description: This work shall be constructed in accordance with Section 207 of the Standard Specifications, and as modified herein.

General: This work consists of furnishing, placing, and compacting porous granular material to the lines and grades shown on the Plans or as directed by the Engineer in accordance with applicable portions of Section 207 of the IDOT Standard Specifications. Also included in this item is all earth excavation required for removal of the unsuitable material and other soil to be displaced by the PGES. The material shall be used as a bridging layer over soft, pumpy, loose soil and for placing under water and shall conform with Article 1004.05 of the IDOT Standards Specifications, except the gradation shall be as follows:

1. Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete

<u>Sieve Size</u>	<u>Percent Passing</u>
*6 inches	97 ± 3
*4 inches	90 ± 10
2 inches	45 ± 25
#200	5 ± 5

2. Gravel, Crushed Gravel and Pit Run Gravel

<u>Sieve Size</u>	<u>Percent Passing</u>
*6 inches	97 ± 3
*4 inches	90 ± 10
2 inches	55 ± 25
#4	30 ± 20
#200	5 ± 5

*For undercuts greater than 18-inches, the percent passing the 6-inches sieve may be 90 ± 10 and the 4-inches sieve requirement eliminated.

The porous granular material shall be placed in one lift when the total thickness to be placed is 2-feet or less, or as directed by the Engineer. The first lift shall be tailgated and pushed onto the previously installed Structural Geogrid for Ground Stabilization. No trucks or construction equipment shall drive on the Structural Geogrid

*** SPECIAL PROVISION ***

POROUS GRANULAR EMBANKMENT, SUBGRADE (PGES), SPECIAL, Cont'd.

prior to installation of the first lift of PGES. Each lift of the porous granular material shall be rolled with a vibratory roller meeting the requirements of Article 1101.01 of the IDOT Standard Specifications to obtain the desired keying or interlock and compaction. The Engineer shall verify that adequate keying has been obtained.

A 3-inch nominal thickness top lift of capping aggregate having a gradation of CA-6 will be required when Aggregate Subgrade is not specified in the Contract, and Porous Granular Embankment, Subgrade will be used under the pavement and shoulders. Capping aggregate will not be required when embankment meeting the requirements of Section 207 of the IDOT Standard Specifications or granular subbase is placed on top of the porous granular material. However, any aggregate placed for granular subbase that becomes incorporated into the PGES layer shall be paid for as "Porous Granular Embankment, Subgrade (PGES)."

Construction equipment not necessary for the completion of the replacement material will not be allowed on the undercut areas until completion of the recommended thickness of the Porous Granular Embankment Subgrade.

Full depth subgrade undercut should occur at limits determined by the Engineer. A transition slope to the full depth of undercut shall be made outside of the undercut limits at a taper of 1-foot longitudinal per 1-inch depth below the proposed subgrade or bottom of the proposed aggregate subgrade when included in the Contract. **Included in this pay item shall also be all earth excavation necessary for the removal and disposal of unsuitable material which the PGES shall replace.**

Basis of Payment: This work shall be paid for at the Contract unit price per cubic yard for **POROUS GRANULAR EMBANKMENT, SUBGRADE (PGES), SPECIAL**, which price shall include all work as described herein.

*** SPECIAL PROVISION ***

HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

Description: This work shall consist of the complete removal of existing hot-mix asphalt pavement surfaces at the locations as shown on the Plans and as directed by the Engineer. All work shall be in accordance with Section 440 of the Standard Specifications.

The Contractor shall be responsible for verifying the existing hot-mix asphalt surface thickness scheduled for removal.

This work shall also include any saw cutting at the limits of the milling, and any hand methods needed to remove the existing hot-mix asphalt surface at areas that are not accessible to machine milling.

Method of Measurement: This work will be measured in place and computed in square yards. There will be no quantity differentiation made for actual differences in existing hot-mix asphalt surface thicknesses.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for **HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH**, which price shall be payment in full for all work as specified.

COMBINATION CURB & GUTTER REMOVAL

Description: This work shall consist of the removal and satisfactory disposal of existing combination curb and gutter in accordance with Section 440 of the Standard Specifications, except as modified herein.

Curb and gutter will be removed as shown in the Plans or as directed by the Engineer. The existing curb and gutter may be connected to the existing concrete base with the anchors. The Contractor will be required to exercise extreme care to prevent damage to the existing base during the removal process. Similarly, care must be exercised when removal of curb and gutter is adjacent to any drainage structures or other utility structures. Any structures damaged during removal shall be reconstructed at the Contractor's expense, to the satisfaction of the Engineer. All curb and gutter shall be saw cut full depth at the limits of removal, which shall be incidental.

Basis of Payment: This work shall be paid for at the Contract unit price per foot for **COMBINATION CURB & GUTTER REMOVAL**, which shall be payment in full for all work as specified herein and in accordance with the Standard Specifications.

COMBINATION CONCRETE CURB AND GUTTER, SPECIAL

Description: This work shall consist of constructing combination concrete curb and gutter of the type specified, in accordance with applicable portions of Section 606 of the Standard Specifications, except as modified herein.

Materials: All concrete materials shall conform to Sections 606 and 1020 of the Standard Specifications and shall be Class "SI" concrete, except as modified herein.

The Contractor shall also provide premolded expansion joints to be installed in the curb forms at one-hundred fifty foot (150') intervals, and at all drainage structures or points of curvature in the curb line. The joints shall be equipped with two (2) smooth dowel bars, one inch (1") in diameter, complete with caps, greased, and in place for expansion purposes. In addition, the Contractor shall install two (2) No. 5 reinforcing bars in the curb and gutter at the location of each frame grate falling in the curb limits. Bars shall extend five feet (5') in each direction and will not go through expansion joints.

Construction: All finishing will be in accordance with applicable portions of the Standard Specifications, or as required by the Engineer. During the placing and finishing operations, the Contractor shall install contraction joints in between all expansion joints or at approximately twenty-five foot (25') intervals. At the Contractor's option, joints may be sawed, but must be cut no later than twenty-four (24) hours after the pour. Forms shall be set for backboards, gutter boards, and face boards. Face boards firmly held in place while the curb is being poured will be required.

Where curb and gutter is being poured adjacent to existing concrete-based pavement that is in good condition, No. 6 epoxy-coated tie bars shall be drilled and grouted into the pavement on thirty-inch (30") centers. The No. 6 tie bar shall be twenty-four inches (24") in length, with twelve inches (12") being installed into the existing concrete base. The tie bar shall have a minimum pull-out capacity of 7,500 pounds. The Contractor shall also install two (2) tie bars in the ends of existing curb and gutter to tie the new curb to the existing curb and gutter. The furnishing and installing of tie bars shall be considered incidental to the Contract. No additional compensation will be allowed.

Basis of Payment: This work shall be paid for at the Contract unit price per foot for **COMBINATION CONCRETE CURB AND GUTTER, SPECIAL**, which price shall be payment in full for all work as specified and in accordance with the applicable portions of the Standard Specifications.

SPECIAL PROVISION

TRAFFIC CONTROL AND PROTECTION

General: The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, and guiding traffic through the area of construction. Placement and maintenance of all traffic control devices shall be as directed by the Engineer and in accordance with the applicable parts of Sections 701, 702 and 1084 of the "Standard Specifications for Road and Bridge Construction" and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", as applicable.

Wherever work is done under this project, barricades **with low intensity flashing lights** shall be placed to protect vehicular and pedestrian traffic. Barricade lights shall be in accordance with Section 1084.01 of the Standard Specifications.

Basis of Payment: All traffic protection will be considered incidental to the cost of the Contract and will not be paid for separately, unless an item is so provided in the "Bidding Schedule". If an item is provided, payment will be made on the basis of the bid line item or on a pro-rata basis if bid as a lump sum.

PROPOSAL BID BOND

RETURN WITH BID

OWNER: City of Berwyn
PROJECT: City Hall Parking Lot Improvements

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 to 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 OWNER 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 OWNER 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 OWNER determines the PRINCIPAL has failed to enter into a formal Contract in compliance with any requirements set forth in the preceding paragraph, then the OWNER 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 _____ A.D., 2014.

PRINCIPAL

(Company Name)

(Company Name)

BY: _____
(Signature & Title)

BY: _____
(Signature & Title)

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

SURETY

(Name of Surety)

BY: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF _____

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

_____ who are each personally
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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 instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D., 2014.

NOTICE
1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

My commission expires _____

Notary Public

RETURN WITH BID

PROPOSAL	Owner:	CITY OF BERWYN
	Township:	BERWYN
	County:	COOK

1. **PROPOSAL OF:** _____

(Name and Address of Bidder)

and includes hot-mix asphalt surface removal; earth excavation; aggregate base installation; hot-mix asphalt binder and surface course installation; drainage structure adjustment; and all appurtenant construction.

2. The Plans and Specifications for the proposed improvement are those prepared by the **City of Berwyn 6700 West 26th Street Berwyn, Illinois 60402**, and which Plans and/or Specifications are designated as:

CITY HALL PARKING LOT IMPROVEMENTS

3. The general requirements and covenants that will govern over this project are those prepared by the Illinois Department of Transportation, and included in the "Standard Specifications for Road and Bridge Construction", adopted and in effect on the date of invitation for Bids.

4. The undersigned agrees to complete the work within **ten (10) working days**, unless additional time is granted in accordance with the Specifications.

5. Accompanying this Proposal is either a Bid Bond or a Proposal guarantee check, complying with the Specifications, made payable to the **City Treasurer** of the **City of Berwyn**. The amount of the Bid Security is:

(In Writing)

(In Figures)

RETURN WITH BID

PROPOSAL, Cont'd.

6. If this Proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond, as required herein, it is hereby agreed that the amount of the cash, check, or Bid Bond shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner, because of the failure to execute said Contract and Contract Bond; otherwise, said check, cash, or Bid Bond shall be returned to the undersigned.
7. Each pay item should have a unit price and a total price.
8. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
9. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. A bid will be declared unacceptable if there are omissions or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
12. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this Contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating.
13. The undersigned submits herewith his "Schedule of Prices", **on the forms included in this section**, covering the work to be performed under this Contract; he understands that he must show in the Schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that, if not so done, his Proposal may be rejected as irregular.

PROPOSAL, Cont'd.**RETURN WITH BID**

Item No.	Description	Unit	Quantity	Unit Price	Total
1	Earth Excavation	CY	500	\$	\$
2	Porous Granular Embankment, Subgrade (PGES), Special	CY	100	\$	\$
3	Hot-Mix Asphalt Surface Removal, Variable Depth	SY	1600	\$	\$
4	Aggregate Base Course, Type B, 8"	SY	680	\$	\$
5	Aggregate Base Course, Type B, 10"	SY	840	\$	\$
6	Hot-Mix Asphalt Binder Course, IL 19.0, N50, 2-1/4"	TON	110	\$	\$
7	Hot-Mix Asphalt Binder Course, IL 19.0, N50, 4"	TON	110	\$	\$
8	Hot-Mix Asphalt Surface Course, Mixture D, N70, 1-3/4"	TON	85	\$	\$
9	Hot-Mix Asphalt Surface Course, Mixture D, N70, 2"	TON	80	\$	\$
10	Thermoplastic Pavement Markings, 6"	FOOT	1760	\$	\$
11	Thermoplastic Pavement Markings, Letters & Symbols	SF	108	\$	\$
12	Combination Curb and Gutter Removal	FOOT	10	\$	\$
13	Combination Curb and Gutter, Special	FOOT	10	\$	\$
14	Catch Basin Type C, Open Lid	EACH	4	\$	\$
15	Catch Basin Type A, Open Lid	EACH	1	\$	\$
16	Remove Catch Basin	EACH	4	\$	\$
17	Area Drain to be Removed	EACH	1	\$	\$
18	Manhole to be Adjusted	EACH	1	\$	\$
19	Wheel Stops to be Removed and Reinstalled (Special)	EACH	9	\$	\$
20	Inlet Filters	EACH	4	\$	\$

21	Bituminous Materials (Prime Coat)	GAL	750	\$	\$
22	Aggregate (Prime Coat)	TON	2	\$	\$
23	Insurance Provisions - Complete	LS	1	\$	\$
BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENT:					

RETURN WITH BID

(If an individual)

Signature of Bidder _____

Business Address _____

Phone Number _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Phone Number _____

Insert Names and Addresses
Of All Partners: _____

(If a corporation)

Corporate Name _____

Signed By _____
President

Business Address _____

Phone Number _____

Insert Names of Officers:
President _____
Secretary _____
Treasurer _____

Attest: _____

Corporate Secretary
(S E A L)

RETURN WITH BID

CERTIFICATE OF UNDERSTANDING
REGARDING
HOLD HARMLESS & INSURANCE COVERAGE REQUIREMENTS

OWNER: City of Berwyn
PROJECT DESCRIPTION: City Hall Parking Lot Improvements

THIS IS TO CERTIFY THAT I, _____, President/Principal/Partner of _____ (hereinafter referred to as the "Contractor"), have read the "Hold Harmless and Insurance Provisions" incorporated in the attached Proposal Document and possess full authority and power to legally bind said Contractor to same.

I, FURTHER AGREE AND CERTIFY, that if awarded a Contract for the above named project, I will direct our insurance agent or representative to provide any and all required insurance policies outlined in said "Hold Harmless and Insurance Requirements" to afford the required coverage for the Owner and Engineer, the City of Berwyn, and any and all other entities so named in said "Insurance Requirements" section.

I, FURTHER UNDERSTAND, that all expenses relating to the issuance of said policies of insurance will be solely at the Contractor's expense, and that the Contractor will pay all liability for failure to keep said insurance policies in full force and effect for the duration of the project and as required in said "Insurance Requirements". Additionally, I will not allow any reduction in any of the "Limits of Coverage" afforded in said policies. I further understand and agree that we, as Contractor, will be totally liable and responsible for any direct and/or indirect consequences arising from our failure to comply with these Insurance Requirements.

FINALLY, I UNDERSTAND AND AGREE, that if said Insurance Requirements are not fulfilled, we, the Contractor, will bear full responsibility for paying any and all costs of litigation, including but not limited to, settlement costs and attorney's fees resulting from any and all claims against the Owner and/or Engineer relating to the subject project.

Dated this _____ day of _____, 2014.

CONTRACTOR'S NAME:

ADDRESS _____

WITNESS:

BY: _____
(SECRETARY/NOTARY)

SIGNED BY: _____
(President/Principal/Partner)

(Typed/Printed Name)

(S E A L)

RETURN WITH BID

CONTRACTOR'S BID RIGGING CERTIFICATION

As Required Under Article 33E, "Public Contracts", of the Criminal Code of 1961 (720 ILCS 5/22E-1 Thru 5/33E-13) _____,
(Print Name of Contractor)

a _____,
(Corporation, Partnership) (Sole Proprietorship)

as part of his/its bid on this Contract hereby certifies that the Contractor is not barred from bidding on this Contract as a result of a violation of either Section 5/33E-3 (bid-rigging) or 5/33E-4 (bid-rotating) of Article 33E of Act 5 "Criminal Code of 1961", as amended.

Dated: _____

By: _____
(Signature)

Title: _____

CONTRACTOR'S TAX DELINQUENCY CERTIFICATION

As required under 65 ILCS 5/11-42.1-1, provisions require that the Contractor certify that there are no delinquent taxes outstanding that are otherwise due the Department of Revenue unless they are being contested in accordance with established procedures. The undersigned official of the Contractor hereby certifies that there are no violations of the aforementioned act or if violations do exist, they are being contested properly.

Dated: _____

Contractor: _____

By: _____
(Signature)

Title: _____

STATE OF ILLINOIS)
COUNTY OF _____) - SS

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledge that he/she executed the foregoing certifications as his/her free act and deed.

Dated: _____

(Notary Public)

(NOTARY SEAL)

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580/1, et seq. ("Drug-Free Workplace Act"), the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- A. Publishing a statement:
 - 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the grantee's or Contractor's workplace.
 - 2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - 3) Notifying the employee that, as a condition of employment on such Contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- B. Establishing a drug-free awareness program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the grantee's or Contractor's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance program; and
 - 4) the penalties that may be imposed upon employees for drug violations.
- C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract or grant, and to post the statement in a prominent place in the workplace.
- D. Notifying the contracting agency within 10 days after receiving notice under page (b) of paragraph 3) of Subsection A from an employee or otherwise receiving actual notice of such conviction.

RETURN WITH BID

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the **City of Berwyn** as follows:

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

(complete either A or B below)

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

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

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

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Date: _____

Signature of Authorized Representative

RETURN WITH BID

CONTRACTOR'S SEXUAL HARASSMENT POLICY CERTIFICATION

_____ ("Contractor"), having submitted a bid/proposal for CITY HALL PARKING LOT IMPROVEMENTS to the City of Berwyn hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

Dated: _____

Contractor: _____

By: _____
(Authorized Agent of Contractor)

Title: _____

STATE OF ILLINOIS]
COUNTY OF _____] **SS**

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ (Name of Signatory) appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____

(Notary Public)

(NOTARY SEAL)