



**Illinois Department  
of Transportation**

**Local Public Agency  
Formal Contract**

PROPOSAL SUBMITTED BY Misfits Construction Company		
Contractor's Name 233 S Wacker Drive, Ste 8400		
Street Chicago	P.O. Box IL 60606	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY DuPage  
Village of Villa Park  
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF  
STREET NAME OR ROUTE Villa Park Water Tower  
SECTION NO. N/A  
TYPES OF FUNDS Local Funds

SPECIFICATIONS (required)

PLANS (required)

CONTRACT BOND (when required)



County DuPage  
Local Public Agency Village of Villa Park  
Section Number N/A  
Route N/A

1. THIS AGREEMENT, made and concluded the 4th day of October 2014,  
Month and Year  
between the Village of Villa Park  
acting by and through its Board of Trustees known as the party of the first part, and  
Misfits Construction Company 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 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 LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section N/A, in the Village of Villa Park, approved by the Village of Villa Park on August 2, 2016, are essential documents of this Date contract and are a part hereof.

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

Attest: [Signature] The Village of Villa Park  
Village Clerk By [Signature]  
Party of the First Part

(Seal) [Seal] (If a Corporation)

Corporate Name Misfits Construction Company  
By [Signature] Party of the Second Part  
President

(If a Co-Partnership)

Attest: [Signature]  
Secretary NOTARY



Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part







IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 26th day of September A.D. 2016

**PRINCIPAL**

Misfits Construction Company  
(Company Name)

By: [Signature] President  
(Signature & Title)

Attest: [Signature]  
(Signature & Title)

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

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

STATE OF ILLINOIS,  
COUNTY OF Cook

I, Beau E. Gutierrez, a Notary Public in and for said county, do hereby certify that  
John Thomas

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, 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 26th day of September

My commission expires 03/15/2020

[Signature]  
Notary Public



(SEAL)

**SURETY**

Old Republic Surety Company  
(Name of Surety)

By: [Signature]  
(Signature of Attorney-in-Fact)  
Kevin J. Scanlon

(SEAL)

STATE OF ILLINOIS,  
COUNTY OF WILL

I, Graciela Casaus, a Notary Public in and for said county, do hereby certify that  
and Kevin J. Scanlon

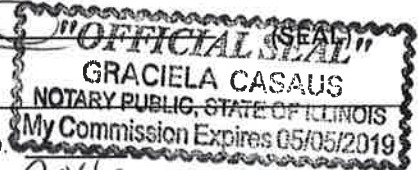
(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of 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 26th day of September A.D. 2016

My commission expires 05/05/2019

[Signature]  
Notary Public



Approved this 4th day of October, A.D. 2016

Attest: [Signature]

Village \_\_\_\_\_ Clerk

Village of Villa Park  
(Awarding Authority)  
[Signature]  
(Chairman/Mayor/President)







# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

GARY A. EATON, R.L. MCWETHY, KEVIN J. SCANLON, OF NEW LENOX, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND (\$7,500,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12TH day of JANUARY, 2016.

OLD REPUBLIC SURETY COMPANY

  
Assistant Secretary

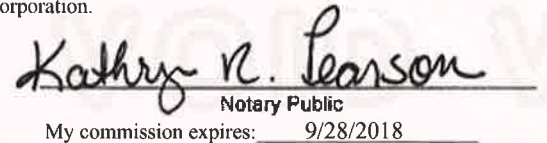


  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 12TH day of JANUARY, 2016., personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public  
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

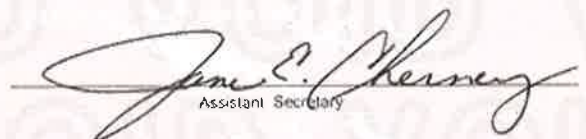
### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

63-1326



Signed and sealed at the City of Brookfield, WI this 26th day of September, 2016.

  
Assistant Secretary

COLUMBIAN AGENCY

**THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.**





Illinois Department of Transportation

Local Public Agency  
Formal Contract Proposal

PROPOSAL SUBMITTED BY		
Misfits Construction Company		
Contractor's Name		
233 South Wacker Drive, Suite 8400		
Street		P.O. Box
Chicago	IL	60606
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF DuPage  
Village of Villa Park  
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF  
 STREET NAME OR ROUTE NO. Villa Park Water Tower  
 SECTION NO. N.A.  
 TYPES OF FUNDS Local Funds

SPECIFICATIONS (required)

PLANS (required)

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

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NOTICE TO BIDDERS

County DuPage
Local Public Agency Villa Park
Section Number N.A.
Route N.A.

Sealed proposals for the improvement described below will be received at the office of Villa Park Public Works
Department, 11 W. Home Avenue, Villa Park, IL 60181 until 10:00 AM on August 23, 2016
Address Time Date

Sealed proposals will be opened and read publicly at the office of Villa Park Public Works
Department, 11 W. Home Avenue, Villa Park, IL 60181 at 10:00 AM on August 23, 2016
Address Time Date

DESCRIPTION OF WORK

Name Water Tank Grounding Length: 0.00 feet ( 0.00 miles)
Location 11 W. Home Avenue, Villa Park, IL 60181
Proposed Improvement Install a grounding system on and around the Village of Villa Park water tower and all other related work

1. Plans and proposal forms will be available in the office of Villa Park Public Works Department
11 W. Home Avenue, Villa Park, IL 60181, phone: (630)834-8505
Address

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

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

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
a. BLR 12200: Local Public Agency Formal Contract Proposal
b. BLR 12200a Schedule of Prices
c. BLR 12230: Proposal Bid Bond (if applicable)
d. BLR 12325: Apprenticeship or Training Program Certification
e. BLR 12326: Affidavit of Illinois Business Office

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

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

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.



PROPOSAL

County DuPage  
 Local Public Agency Villa Park  
 Section Number N.A.  
 Route N.A.

1. Proposal of Misfits Construction Company  
233 South Wacker Drive, Suite 8400, Chicago, IL 60606  
 for the improvement of the above section by the construction of Installing a grounding system on and around  
the Village of Villa Park water tower and other related work

a total distance of N.A. feet, of which a distance of N.A. feet, ( N.A. miles) are to be improved.

2. The plans for the proposed work are those prepared by Terra Consulting Group, LTD.  
 and approved by the Village of Villa Park August 2, 2016

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 45 Calendar days or by N.A. unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Village Treasurer of The Village of Villa Park

The amount of the check is 5% of Bid ( \_\_\_\_\_ ).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number N.A.

8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.





# Illinois Department of Transportation

## SCHEDULE OF PRICES

County DuPage  
 Local Public Agency Villa Park  
 Section N/A  
 Route N/A

### Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Machine Excavation	CU YD	70	\$ 75.00	\$ 5,250.00
2	Hand Excavation	CU YD	30	\$ 250.00	\$ 7,500.00
3	Copper Conductor	L SUM	1	\$ 40,000.00	\$ 40,000.00
4	Copper Ground Rods	EACH	8	\$ 500.00	\$ 4,000.00
5	Ground Observation Well	EACH	1	\$ 2,500.00	\$ 2,500.00
6	Backfilling and Grading	SQ YD	150	\$ 50.00	\$ 7,500.00
7	Topsoil and Sodding	SQ YD	150	\$ 75.00	\$ 11,250.00
8	Fence Removal	FOOT	80	\$ 20.00	\$ 1,600.00
9	Fence Replacement	FOOT	40	\$ 60.00	\$ 2,400.00
10	Concrete Spillpad Removal	L SUM	1	\$ 3,500.00	\$ 3,500.00
11	Concrete Spillpad Installation	L SUM	1	\$ 7,500.00	\$ 7,500.00
12	Inlet Filters	EACH	2	\$ 500.00	\$ 1,000.00
13	Traffic Control and Protection	L SUM	1	\$ 5,000.00	\$ 5,000.00
14	Contingency Allowance	L SUM	5,000	\$1.00	\$5,000.00

**Bidder's Proposal for Making Entire Improvements:**

**\$ 104,000.00**

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CONTRACTOR CERTIFICATIONS

County	<u>DuPage</u>
Local Public Agency	<u>Villa Park</u>
Section Number	<u>N.A.</u>
Route	<u>N.A.</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

- Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.



**SIGNATURES**

County DuPage  
 Local Public Agency Villa Park  
 Section Number N.A.  
 Route N.A.

(If an individual)

Signature of Bidder n/a

Business Address \_\_\_\_\_

(If a partnership)

Firm Name n/a

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

Inset Names and Addressed of All Partners



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name Misfits Construction Company

Signed By *[Signature]*  
President

Business Address 233 South Wacker Drive, Suite 8400, Chicago, IL 60606

Inset Names of Officers



President John Thomas

Secretary John Thomas

Treasurer n/a

Attest: *[Signature]*

~~Secretary~~

Witness





Illinois Department of Transportation

Local Agency Proposal Bid Bond

Route N.A.
County DuPage
Local Agency Villa Park
Section N.A.

RETURN WITH BID

PAPER BID BOND
WE Misfits Construction Company as PRINCIPAL,
and Old Republic Surety Company 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.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 23rd day of August, 2016

Principal

Misfits Construction Company
(Company Name)

By: [Signature] President
(Signature and Title)

(Company Name)

By: (Signature and Title)

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

Surety

Old Republic Surety Company
(Name of Surety)

By: [Signature]
Kevin J. Scanlon, Attorney-in-fact
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF WILL

I, Graciela Casaus, a Notary Public in and for said county,
and Kevin J. Scanlon

do hereby certify that (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of August, 2016

My commission expires 05/05/2019

[Signature]
(Notary Public)



ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

GARY A. EATON, R.L. MCWETHY, KEVIN J. SCANLON, OF NEW LENOX, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND (\$7,500,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

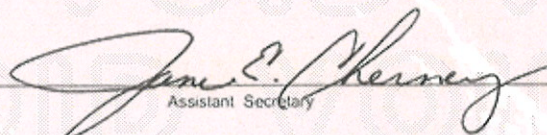
RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.


RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12TH day of JANUARY, 2016.

OLD REPUBLIC SURETY COMPANY

  
Assistant Secretary

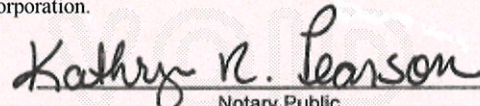


  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 12TH day of JANUARY, 2016, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public  
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

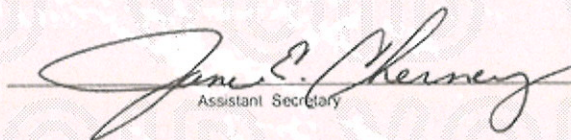
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

63-1326

Signed and sealed at the City of Brookfield, WI this 23rd day of August, 2016.



  
Assistant Secretary

COLUMBIAN AGENCY

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

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**Illinois Department of Transportation**

**Apprenticeship or Training Program Certification**

**Return with Bid**

Route	<u>N.A.</u>
County	<u>DuPage</u>
Local Agency	<u>Villa Park</u>
Section	<u>N.A.</u>

**All contractors are required to complete the following certification:**

For this contract proposal or for all groups in this deliver and install proposal.

For the following deliver and install groups in this material proposal:

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Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Laborers, Operators

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IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: Misfits Construction Company  
Address: 233 South Wacker Drive, Suite 8400  
Chicago, IL 60606

By:   
(Signature)  
Title: President





Affidavit of Illinois Business Office

County DuPage
Local Public Agency Villa Park
Section Number N.A.
Route N.A.

State of ILLINOIS )
) ss.
County of COOK )

I, John Thomas of Chicago, IL
(Name of Affiant) (City of Affiant) (State of Affiant)

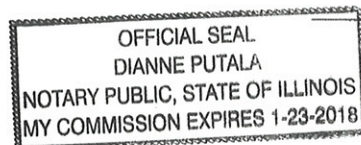
being first duly sworn upon oath, states as follows:

- 1. That I am the President of Misfits Construction Company bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Misfits Construction Company (bidder), will maintain a business office in the State of Illinois which will be located in Cook County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

(Signature)
John Thomas
(Print Name of Affiant)

This instrument was acknowledged before me on 23rd day of August, 2016.

(SEAL)



(Signature of Notary Public)



INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.



CHECK SHEET  
FOR  
RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

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 type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	1
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	4
3	<input type="checkbox"/> EEO	5
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	15
5	<input type="checkbox"/> Required Provisions - State Contracts	20
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	26
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	27
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	28
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	29
10	<input type="checkbox"/> Construction Layout Stakes	32
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	35
12	<input type="checkbox"/> Subsealing of Concrete Pavements	37
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	41
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing	43
15	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	44
16	<input type="checkbox"/> Polymer Concrete	45
17	<input type="checkbox"/> PVC Pipeliner	47
18	<input type="checkbox"/> Bicycle Racks	48
19	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	50
20	<input type="checkbox"/> Work Zone Public Information Signs	52
21	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	53
22	<input type="checkbox"/> English Substitution of Metric Bolts	54
23	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	55
24	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	56
25	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	64
26	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	80
27	<input type="checkbox"/> Pavement Marking Removal	82
28	<input type="checkbox"/> Preventive Maintenance – Bituminous Surface Treatment	83
29	<input type="checkbox"/> Preventive Maintenance – Cape Seal	89
30	<input type="checkbox"/> Preventive Maintenance – Micro-Surfacing	104
31	<input type="checkbox"/> Preventive Maintenance – Slurry Seal	115
32	<input type="checkbox"/> Temporary Raised Pavement Markers	125
33	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	126



CHECK SHEET  
FOR  
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

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

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LRS 2	<input type="checkbox"/> Furnished Excavation .....	131
LRS 3	<input type="checkbox"/> Work Zone Traffic Control Surveillance .....	132
LRS 4	<input type="checkbox"/> Flaggers in Work Zones .....	133
LRS 5	<input checked="" type="checkbox"/> Contract Claims .....	134
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals .....	135
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals .....	141
LRS 8	<b>Reserved</b> .....	147
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LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works .....	152
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**Appendices**

Appendix A:	Prevailing Wage Rates
Appendix B:	Village of Villa Park Bidder Requirements Ordinance
Appendix C:	IRMA Contractual Insurance Guidelines

Village of Villa Park  
Water Tower Grounding**SPECIAL PROVISIONS**

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted April 1, 2016 (referred to hereinafter as the Standard Specifications); the “Supplemental Specifications and Recurring Special Provisions”, adopted April 1, 2016; the latest edition of the “Illinois Manual on Uniform Traffic Control Devices For Streets and Highways” (IMUTCD); and the “Standard Specifications for Water and Sewer Construction in Illinois”, 7th Edition, 2014 (referred to hereinafter as the Water and Sewer Specifications). In case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern. Where no conflict exists, the said Specifications shall apply to this Contract as if repeated in their entirety herein.

**LOCATION OF PROJECT**

This project is located at 11 West Home Avenue in the Village of Villa Park, Illinois.

**DESCRIPTION OF PROJECT**

This project consists of the installation of electrical grounding equipment on and adjacent to the water tower at the above location. The project also includes other related work, including earthwork and grading, removal and replacement of chain link fence, installation of a concrete spill pad, and placement of topsoil and sod.

## TECHNICAL SPECIFICATIONS

**General Notes and Specifications**  
**Village of Villa Park**  
**Water Tank Grounding**  
**11 W. Home Ave, Villa Park, IL**

THE CONSTRUCTION DOCUMENT DRAWINGS ARE INTERRELATED. WHEN PERFORMING THE WORK, EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

DIVISION 1: GENERAL NOTES

**PART 1 – General Notes and Conditions**

1. ALL EARTHWORK, GRADING AND PAVING SHALL BE PERFORMED IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS, STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION IDOT STANDARD SPECIFICATIONS (S.S.), ADOPTED APRIL 1, 2016 (LATEST EDITION), AND ALL REVISIONS AND SUPPLEMENTS THERETO, AND THE REQUIREMENTS AND SPECIFICATIONS SUPPLEMENTS THERETO, AND THE REQUIREMENTS AND SPECIFICATIONS OF THE VILLAGE.
2. THE REQUIREMENTS AND SPECIFICATIONS OF THE VILLAGE SHALL GOVERN OVER ALL. THE MUNICIPALITY AND THE OWNER OF OWNER'S REPRESENTATIVE SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE AND REJECT THE CONSTRUCTION IMPROVEMENTS.
3. THE VILLAGE PUBLIC WORKS DEPARTMENT, MUST BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OR RESUMPTION OF ANY WORK.
4. THE CONTRACTOR SHALL KEEP CAREFUL MEASUREMENTS AND RECORDS OF ALL CONSTRUCTION AND SHALL FURNISH THE ENGINEER AND THE VILLAGE WITH RECORD DRAWINGS UPON COMPLETION OF HIS WORK
5. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION. THIS INCLUDES SANITARY SEWER, WATER MAIN, STORM SEWER, TELEPHONE, ELECTRIC GAS, CABLE, ETC. THE JULIE PHONE NUMBER IS 811.
6. ALL WORK PERFORMED BY THE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF FINAL ACCEPTANCE. THIS GUARANTEE SHALL INCLUDE ALL DEFECTS IN MATERIALS AND WORKMANSHIP.
7. ANY DIRT OR MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR OFFSITE AT THE CONTRACTOR'S EXPENSE.
8. ALL STRUCTURES, INLETS, PIPES, SWALES AND ROADS MUST BE KEPT CLEAN AND FREE OF DIRT AND DEBRIS AT ALL TIMES.
9. THE CONTRACTOR IS RESPONSIBLE FOR MEANS AND METHODS IN MAINTAINING ADEQUATE SIGNS, BARRICADES, FENCING, TRAFFIC CONTROL DEVICES AND MEASURES AND ALL OTHER MEASURES THAT ARE NECESSARY TO PROTECT THE SAFETY OF THE SITE AT ALL TIMES, IN ACCORDANCE WITH IDOT AND THE MANUAL OF UNIFORM TRAFFIC DEVICES.
10. THE CONTRACTOR, BY AGREEING TO PERFORM THE WORK, AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, THE ENGINEER, THE VILLAGE, AND ALL AGENTS AND ASSIGNS OF THOSE PARTIES, FROM ALL SUITS AND CLAIMS ARISING OUT OF THE PERFORMANCE OF SAID WORK, AND FURTHER AGREES TO DEFEND OR OTHERWISE PAY ALL LEGAL FEES ARISING OUT OF THE DEFENSE OF SAID PARTIES.
11. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED DURING CONSTRUCTION SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO FINAL INSPECTION.

12. ANY QUANTITIES CONTAINED IN THESE DOCUMENTS ARE APPROXIMATE AND ESTIMATED, AND ARE PRESENTED AS A GUIDE TO THE CONTRACTOR IN DETERMINING ALL QUANTITIES AND TO BECOME FAMILIAR WITH THE SITE.

**Part 2 - STORMWATER POLLUTION PREVENTION NOTES:**

1. SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN ACCORDANCE WITH NPDES GENERAL PERMIT NO. ILR10 AND THE "ILLINOIS URBAN MANUAL". ANY SOIL EROSION CONTROL OR SEDIMENT CONTROL MEASURES, IN ADDITION TO THOSE OUTLINED IN THESE PLANS AND WHICH ARE DEEMED NECESSARY BY THE OWNER, ENGINEER AND/OR VILLAGE SHALL BE IMPLEMENTED IMMEDIATELY BY THE CONTRACTOR.
2. AS PER NPDES PERMIT NO ILR10:
  - \* THE CONTRACTOR WILL BE RESPONSIBLE FOR DESIGNATING INDIVIDUALS RESPONSIBLE FOR CONDUCTING INSPECTIONS FOR UNSTABILIZED AREAS, STRUCTURAL CONTROL MEASURES AND AREAS WHERE VEHICLES ENTER OR EXIT THE SITE, ONCE EVERY 7 DAYS OR AFTER EVERY STORM RESULTING IN 0.5 INCHES OF RAIN OR EQUIVALENT SNOWFALL. REPORTS OF THESE INSPECTIONS WILL BE KEPT ONSITE AS PART OF THE STORMWATER POLLUTION PRESERVATION PLAN (SWPPP) AND KEPT ON FILE FOR 3 YEARS AFTER THE PROJECT IS COMPLETE.
  - \* MODIFICATIONS TO THE SITE AND/OR THE SWPPP, BASED ON THE INSPECTION REPORT SHALL BE MADE WITHIN 7 DAYS FOLLOWING THE INSPECTION.
  - \* AMENDMENTS TO THE SOIL EROSION AND SEDIMENT CONTROL (SESC) PLAN SHOULD BE MADE WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE THAT HAS A SIGNIFICANT CHANGE ON THE DISCHARGE TO WATERS OF THE STATE, OR IN ORDER TO ACHIEVE CONTROL POLLUTANTS IN STORMWATER DISCHARGE ASSOCIATED WITH THE CONSTRUCTION ACTIVITY.
3. STREETS ADJACENT TO THE SITE SHALL BE KEPT FREE OF DIRT, MUD AND DEBRIS.
4. NO SEDIMENT SHALL BE ALLOWED TO ENTER THE EXISTING STORM SEWER SYSTEM.
5. IN ACCORDANCE WITH THESE CONSTRUCTION PLANS, EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED AROUND STORM SEWER STRUCTURES, IN SWALE AREAS OR ALONG PROPERTY LINES UNTIL VEGETATION IS ESTABLISHED AND/OR CONSTRUCTION IS COMPLETE.
6. STOCKPILES SHALL BE LOCATED TO AVOID EROSION OF SAID STOCKPILE ONTO OFFSITE AREAS, I.E. THE STOCKPILE SHALL BE LOCATED SO THAT AN ONSITE DRAINAGE SWALE IS BETWEEN THE STOCKPILE AND THE DOWNSTREAM OFFSITE PROPERTY. IF A STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAN 21 DAYS, IT IS REQUIRED THAT THE STOCKPILE BE SEEDED SO AS TO MINIMIZE SOIL EROSION BY BOTH WIND AND WATER, BY THE 14TH DAY AFTER ACTIVITY ON THE STOCKPILE HAS CEASED.
7. AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS TEMPORARILY OR PERMANENTLY CEASED SHALL BE STABILIZED WITHIN 14 DAYS.
8. ALL STORM SEWER, CATCH BASINS, SUMPS AND/OR DETENTION BASINS PROVIDED WITHIN THIS PROJECT ARE TO BE CLEANED AT THE END OF CONSTRUCTION OF THE PROJECT AND PRIOR TO FINAL ACCEPTANCE. CLEANING MAY BE REQUIRED DURING THE COURSE OF THE CONSTRUCTION OF THE PROJECT IF IT IS DETERMINED THAT THE SILT AND DEBRIS TRAPS ARE NOT PROPERLY FUNCTIONING AND THEIR PERFORMANCE IS IMPAIRED.
9. UNLESS SOIL EROSION CONTROL ITEMS ARE SPECIFICALLY REFERRED TO AS BID ITEMS (SUCH AS TOPSOIL RESPREAD, SEEDING, ETC.), THEY ARE TO BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT.
10. UPON COMPLETION OF TOPSOIL RESPREAD OPERATIONS, ALL DISTURBED AREAS SHALL BE SEEDED, SODDED, OR LANDSCAPED AS NOTED ON THE PLAN.

11. SEEDING AND MULCHING SHALL BE IN ACCORDANCE WITH SECTIONS 250 AND 251 OF THE I.D.O.T. STANDARD SPECIFICATIONS. SEED MIXTURE SHALL BE CLASS 1. CONTRACTOR TO RESTORE ALL DISTURBED AREAS WITH TOPSOIL.
12. SODDING SHALL BE IN ACCORDANCE WITH SECTION 252 OF THE I.D.O.T. STANDARD SPECIFICATIONS.
13. ALL DISTURBED GROUND WITHIN THE EXISTING I.D.O.T., COUNTY, AND VILLAGE RIGHT-OF-WAY SHALL BE RESTORED WITH 4" OF TOPSOIL AND SODDING.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXECUTING THE "NOTICE OF INTENT" (NOI) FOR SUBMITTAL TO THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) ALONG WITH THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). CONSTRUCTION MAY NOT BEGIN AT THE SITE UNTIL 48 HOURS HAVE PASSED SINCE THE TIME OF SUBMITTAL OF THE NOI TO THE IEPA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING THE SOIL EROSION AND SEDIMENTATION CONTROL PLAN AND SWPPP INCLUDED WITH THE CONSTRUCTION PLANS, AS WELL AS THE REQUIREMENTS OF THE NOI, INCLUDING THE REQUIREMENT THAT A EROSION AND SEDIMENTATION CONTROL PLAN BE AVAILABLE AT ALL TIMES AT THE CONSTRUCTION SITE. THE CONTRACTOR SHALL FOLLOW THE "PROCEDURES AND STANDARDS FOR URBAN SOIL EROSION AND SEDIMENTATION CONTROL IN ILLINOIS", ADOPTED BY THE NORTHEAST ILLINOIS SOIL EROSION AND SEDIMENTATION CONTROL STEERING COMMITTEE IN OCTOBER, 1981.
15. CONSTRUCTION SITE DEWATERING IS PROHIBITED, UNLESS SUCH WATERS ARE FIRST EFFECTIVELY MANAGED BY APPROPRIATE CONTROLS. APPROPRIATE CONTROLS INCLUDED, BUT ARE NOT LIMITED TO, SEDIMENT BASINS OR SEDIMENT TRAPS, SEDIMENT FILTER BAGS, DEWATERING TANKS, TUBE SETTLERS, WEIR TANKS, OR FILTRATION SYSTEMS (E.G., BAG OR SAND FILTERS) THAT ARE DESIGNED TO REMOVE SEDIMENT FROM GROUND WATER OR ACCUMULATED STORMWATER THAT IS REMOVED FROM EXCAVATIONS, TRENCHES, FOUNDATIONS, VAULTS, OR OTHER SIMILAR POINTS OF ACCUMULATION.

**Part 3 - DEMOLITION NOTES:**

1. CONTRACTOR SHALL PROVIDE A DEMOLITION PHASING PLAN FOR APPROVAL BY OWNER.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY COMPANIES PRIOR TO START OF DEMOLITION FOR THE EXACT LOCATION OF ALL UTILITIES AND THEIR PROTECTION DURING DEMOLITION AND CONSTRUCTION. IF EXISTING UTILITIES ARE ENCOUNTERED THAT CONFLICT IN LOCATION OR ELEVATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
3. CONTRACTOR SHALL FIELD VERIFY ALL PERTINENT ITEMS SHOWN AND NOT SHOWN BEFORE COMMENCING DEMOLITION. ALL UNDERGROUND UTILITIES SHALL BE LOCATED, MARKED/FLAGGED BY JULIE OR A UTILITY LOCATED SERVICE BEFORE COMMENCING DEMOLITION.
4. ALL EXISTING PAVEMENT, SIDEWALK, OR CURB AND GUTTER TO BE REMOVED FROM SITE SHALL BE SAWCUT ALONG THE LIMITS OF THE PROPOSED REMOVAL BEFORE DEMOLITION OPERATIONS BEGIN. ALL UNCONTAMINATED GRAVEL BASE MATERIALS UNDER PAVEMENT SHALL BE REMOVED, STOCKPILED AND USED FOR SELECTED GRANULAR BACKFILL FOR UTILITIES.
5. ALL EXISTING UTILITIES NOTED ONSITE TO BE ABANDONED EXCEPT WHERE SPECIFICALLY SHOWN ON UTILITY PLANS TO REMAIN.
6. ALL REMOVAL OR EXCAVATION ITEMS BEING DISPOSED OF AT AN UNCONTAMINATED SOIL FILL OPERATION OF CLEAN CONSTRUCTION AND DEMOLITION (CCDD) FILL SITE SHALL MEET THE REQUIREMENTS OF PUBLIC ACT 96-1416. ALL COSTS ASSOCIATED WITH THESE REQUIREMENTS SHALL BE INCLUDED IN THE UNIT PRICE COST FOR THE ASSOCIATED REMOVAL OR EXCAVATION ITEMS IN THE CONTRACT. THESE COSTS SHALL INCLUDE BUT ARE NOT LIMITED TO ALL REQUIRED TESTING, LAB ANALYSIS, CERTIFICATION BY A LICENSED PROFESSIONAL ENGINEER, AND STATE AND LOCAL FEES.

**Part 4 - EARTHWORK, GRADING NOTES:**

1. ALL PROPOSED PAVEMENT AREAS SHALL BE STRIPPED OF ALL TOPSOIL AND UNSUITABLE MATERIAL AND EXCAVATED OR FILLED TO WITHIN 0.10 FEET OF DESIGN SUBGRADE.
2. STOCKPILING OF SOIL SHALL BE AT LOCATIONS DESIGNATED BY OWNER AND HAVE PROPER EROSION STABILIZATION.
5. THE EARTHWORK CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE AT THE CONCLUSION OF EACH WORKING DAY.
7. THE EMBANKMENT SHALL BE PLACED IN ESSENTIALLY HORIZONTAL LIFTS NOT TO EXCEED 8 INCHES IN LOOSE THICKNESS. EACH LIFT SHOULD BE COMPACTED TO AT LEAST 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED IN THE LABORATORY BY THE MODIFIED PROCTOR COMPACTION TEST (ASTM D1557). EACH LIFT TO BE COMPACTED TO SPECIFIED DENSITY PRIOR TO THE PLACEMENT OF ADDITIONAL FILL. MOISTURE CONTROL IS IMPORTANT IN THE COMPACTION OF COHESIVE SOIL TYPES, AND THE WATER CONTENT OF THE EMBANKMENT FILL SHALL BE WITHIN 4 PERCENTAGE POINTS OF OPTIMUM MOISTURE AS ESTABLISHED BY THE LABORATORY COMPACTION CURVE.
8. THE CONTRACTOR IS REQUIRED TO MEET ALL SOIL EROSION CONTROL AND SEDIMENTATION REQUIREMENTS AS SET FORTH IN THE IEPA STANDARDS, MUNICIPAL ORDINANCES, COUNTY ORDINANCES, AND THE ENGINEERING PLANS.

**Part 5 - PAVEMENT, SIDEWALKS AND CURB & GUTTER NOTES**

1. ANY EXISTING PAVEMENT, SIDEWALK, DRIVEWAY, ETC., DAMAGED DURING CONSTRUCTION OPERATIONS AND NOT CALLED FOR TO BE REMOVED SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
2. THE SUBGRADE SHALL BE INSPECTED AND APPROVED BY THE VILLAGE PRIOR TO PLACING THE BASE MATERIAL.
3. ALL NON-PAVING CONCRETE SHALL BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE (IDOT CLASS S1) WITH 5-8% AIR ENTRAINMENT, 6-BAG MIX, WITH A MINIMUM COMPRESSIVE STRENGTH OF 3,500 P.S.I. AT 14 DAYS. ALL CONCRETE SHALL BE BROOM FINISHED.
5. CURING AND PROTECTION OF ALL CONCRETE SHALL BE IN STRICT CONFORMANCE WITH THE PROVISIONS OF SECTION 1020.13 OF THE IDOT S.S. (LATEST EDITION).

DIVISION 2: GENERAL REQUIREMENTSPART 1 – GENERAL

- A. OBTAIN AND SUBMIT RELEASES ENABLING THE OWNER UNRESTRICTED USE OF THE WORK AND ACCESS TO SERVICES AND UTILITIES; INCLUDE OCCUPANCY PERMITS, OPERATING CERTIFICATES AND SIMILAR RELEASES.
- B. SUBMIT RECORD DRAWINGS.
- C. COMPLETE FINAL CLEAN UP REQUIREMENTS. TOUCH UP AND OTHERWISE REPAIR AND RESTORE MARRED EXPOSED FINISHES.

PART 2 – FINAL CLEANING

1. COMPLETE THE FOLLOWING CLEANING OPERATIONS BEFORE REQUESTING INSPECTION FOR CERTIFICATION OF COMPLETION.
  - a. CLEAN THE PROJECT SITE, YARD AND GROUNDS, IN AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING LANDSCAPE DEVELOPMENT AREAS, OF RUBBISH, WASTE MATERIALS, LITTER AND FOREIGN SUBSTANCES. SWEEP PAVED AREAS BROOM CLEAN. REMOVE PETRO-CHEMICAL SPILLS, STAINS AND OTHER FOREIGN DEPOSITS, RAKE GROUNDS THAT ARE NEITHER PLANTED NOR PAVED, TO A SMOOTH EVEN-TEXTURED SURFACE.
  - b. REMOVE TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY AND SURPLUS MATERIAL FROM THE SITE
  - c. REMOVE SNOW AND ICE TO PROVIDE SAFE ACCESS TO THE SITE AND EQUIPMENT ENCLOSURE.
  - d. CLEAN EXPOSED EXTERIOR AND INTERIOR HARD-SURFACED FINISHES TO A DIRT-FREE CONDITION, FREE OF STAINS, FILMS AND SIMILAR FOREIGN SUBSTANCES. AVOID DISTURBING NATURAL WEATHERING OF EXTERIOR SURFACES.
  - e. REMOVE DEBRIS FROM LIMITED ACCESS SPACES, INCLUDING ROOFS, EQUIPMENT ENCLOSURE, MANHOLES, AND SIMILAR SPACES.
  - f. TOUCH-UP AND OTHERWISE REPAIR AND RESTORE MARRED EXPOSED FINISHES AND SURFACES. REPLACE FINISHES AND SURFACES THAT CAN NOT BE SATISFACTORILY REPAIRED OR RESTORED, OR THAT SHOW EVIDENCE OF REPAIR OR RESTORATION. DO NOT PAINT OVER "UL" AND SIMILAR LABELS, INCLUDING ELECTRICAL NAME PLATES.
  - g. LEAVE THE PROJECT CLEAN AND READY FOR OCCUPANCY
2. REMOVAL OF PROTECTION: REMOVE TEMPORARY PROTECTION AND FACILITIES INSTALLED DURING CONSTRUCTION TO PROTECT PREVIOUSLY COMPLETED INSTALLATIONS DURING THE REMAINDER OF THE CONSTRUCTION PERIOD.

DIVISION 3: SITE WORKSECTION 3.1 EARTHWORK AND DRAINAGEPART 1 – GENERAL

1. WORK INCLUDED: SEE SITE PLAN.
2. SEQUENCING
  - a. CONSTRUCT TEMPORARY CONSTRUCTION AREA ALONG EAST FENCE LINE.
  - b. GRADE, SEED, FERTILIZE, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION (INCLUDING UNDERGROUND UTILITY EASEMENTS) IMMEDIATELY AFTER BRINGING LEASE AREA AND ACCESS DRIVE W/ TURNAROUND TO BASE COURSE ELEVATION, WATER TO ENSURE GROWTH

PART 2 – EXECUTION

1. INSPECTIONS: LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY JURISDICTION.
2. PREPARATION

- a. CLEAR TREES, BRUSH AND DEBRIS FROM SITE AS REQUIRED.
  - b. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION, GRUB ORGANIC MATERIAL TO A MINIMUMN OF SIX INCHES (6") BELOW GRADE.
  - c. UNLESS OTHERWISE INSTRUCTED BY OWNER, TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
  - d. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL.
  - e. WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, LINE THE AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.
3. INSTALLATION
- a. GRADE OR FILL THE SITE AS REQUIRED IN ORDER THAT UPON DISTRIBUTION OF SOILS, RESULTING FROM EXCAVATIONS, THE RESULTING GRADE WILL CORRESPOND WITH SAID SUB-BASE COURSE. ELEVATIONS ARE TO BE CALCULATED FROM BENCHMARK, FINISHED GRADES, OR INDICATED SLOPES.
  - b. CLEAR EXCESS SPOILS, IF ANY, FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
  - c. AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
  - d. THE CONTRACT SHALL INCLUDE GRADING, BANKING, AND DITCHING, UNLESS OTHERWISE INDICATED.
  - e. PLACE FILL OR STONE IN SIX INCH (6") MAXIMUM LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT.
  - f. THE TOP SURFACE COURSE, SHALL EXTEND A MINIMUM OF ONE FOOT (1') BEYOND THE SITE FENCE (UNLESS OTHERWISE NOTED) AND SHALL COVER THE AREA AS INDICATED.
  - g. APPLY SOD and FERTILIZER TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES, NOT OTHERWISE RIPRAPPED.
  - h. UNDER NO CIRCUMSTANCES WILL DITCHES, SWALES, OR CULVERTS BE PLACED SO THAT THEY DIRECT WATER TOWARDS, OR PERMIT STANDING WATER IMMEDIATELY ADJACENT TO SHELTER OR EQUIPMENT. IF DESIGNS OR ELEVATIONS ARE IN CONFLICT WITH THIS, ADVISE CONSTRUCTION MANAGER IMMEDIATELY.
  - i. IN DITCHES WITH SLOPES GREATER THAN 10% MOUND DIVERSIONARY HEADWALLS IN THE DITCH AT CULVERT ENTRANCES. POSITION THE HEADWALL AT AN ANGLE NO GREATER THAN THAT 60° OFF THE DITCH LINE. RIPRAP THE UPSTREAM SIDE OF THE HEADWALL AS WELL AS THE DITCH FOR SIX FEET (6') ABOVE THE CULVERT ENTRANCE.
  - j. APPLY SOD AND FERTILIZER TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SODED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
  - k. ENSURE GROWTH OF SOD AND LANDSCPED AREAS, BY WATERING, UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK THE BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.
4. FIELD QUALITY CONTROL: COMPACT SOILS TO MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE. INDICATE PERCENTAGE OF COMPACTION ACHIEVED ON AS-BUILT DRAWINGS.
5. PROTECTION
- a. PROTECT ALL EXPOSED AREAS AGAINST WASHOUTS AND SOIL EROSION. PLACE STRAW BALES AT THE INLET APPROACH TO ALL NEW OR EXISTING CULVERTS. WHERE THE SITE OR ROAD AREAS HAVE BEEN ELEVATED IMMEDIATELY ADJACENT TO THE RAIL LINE, STAKE EROSION CONTROL FABRIC FULL LENGTH IN THE SWALE TO PREVENT CONTAMINATION OF THE RAIL BALLAST. ALL EROSION CONTROL METHODS SHALL CONFORM TO APPLICABLE BUILDING CODE REQUIREMENTS.

### SECTION 3.2 – FENCING AND GATE(S)

#### PART 1 – GENERAL

1. WORK INCLUDED – SEE PLAN FOR SITE AND LOCATION OF FENCE
2. QUALITY ASSURANCE

- a. ALL STEEL MATERIALS UTILIZED IN CONJUNCTION WITH THIS SPECIFICATION WILL BE GALVANIZED OR STAINLESS STEEL. WEIGHT OF ZINC COATING ON THE FABRIC SHALL NOT BE LESS THAN 12 OUNCES PER SQUARE FOOT OF MATERIAL COVERED. POSTS SHALL BE HOT-DIPPED IN GRADE "E" ZINC, 18 OUNCES PER SQUARE FOOT.
3. SEQUENCING
  - a. IF THE SITE AREA HAS BEEN BROUGHT UP TO SURFACE COURSE ELEVATION (PRIOR TO THE FENCE CONSTRUCTION), FENCE POST EXCAVATION SPOILS MUST BE CONTROLLED TO PRECLUDE CONTAMINATION OF SAID SURFACE COURSE.
4. SUBMITTALS
  - a. MANUFACTURER'S DESCRIPTIVE LITERATURE.
  - b. CERTIFICATE OR STATEMENT OF COMPLIANCE WITH THE SPECIFICATIONS.

## PART 2 – PRODUCTS

1. FENCE MATERIAL
  - a. ALL FABRIC WIRE, RAILS, HARDWARE, AND OTHER STEEL MATERIALS SHALL BE HOT-DIPPED GALVANIZED.
  - b. FABRIC SHALL BE SEVEN-FOOT (7') HIGH OR TO MATCH EXISTING FENCE TWO-INCH CHAIN LINK MESH OF NO. 9 GAUGE (0.148") WIRE. THE FABRIC SHALL HAVE A KNUCKLED FINISH FOR THE TOP SELVAGES. FABRIC SHALL CONFORM TO THE SPECIFICATIONS OF ASTM A-392 CLASS 1.
  - c. ALL POSTS SHALL BE SCHEDULE – 40 MECHANICAL SERVICE PIPE AND SHALL BE TYPE 1 ASTM A-128 AND OF THE FOLLOWING DIAMETER
    - i. LINE 2" SCHEDULE 40 (2 3/8" O.D.)
    - ii. CORNER 3" SCHEDULE 40 (3 1/2" O.D.)
    - iii. GATE 3" SCHEDULE 40 (3 1/2" O.D.)
  - d. ALL TOP AND BRACE RAILS SHALL BE 1 DIAMETER SCHEDULE – 40 MECHANICAL – SERVICE PIPE.
  - e. GATE FRAMES AND BRACES SHALL BE 1.90 INCH DIAMETER SCHEDULE 40 MECHANICAL – SERVICE PIPE. FRAMES SHALL HAVE WELDED CORNERS.
  - f. GATE FRAMES SHALL HAVE A FULL-HEIGHT VERTICAL BRACE, AND A FULL-WIDTH HORIZONTAL BRACE, SECURED IN PLACE BY USE OF GATE BRACE CLAMPS.
  - g. GATE HINGES SHALL BE MERCHANTS METAL MODEL 64386 HINGE ADAPTER WITH MODEL 6409, 188-DEGREE ATTACHMENT.
  - h. A NO. 7 GAUGE ZINC COATED TENSION WIRE SHALL BE USED AT THE BOTTOM OF THE FABRIC, TERMINATED WITH BAND CLIPS AT CORNER AND GATE POSTS.
  - i. A SIX-INCH BY 1/2-INCH DIAMETER EYEBOLT TO HOLD TENSION WIRE SHALL BE PLACED AT LINE POSTS.
  - j. STRETCHER BARS SHALL BE 3/16-INCH BY 3/4-INCH OR HAVE EQUIVALENT CROSS-SECTIONAL AREA.
  - k. ALL CORNER GATE AND PANELS SHALL HAVE A 3/8-INCH TRUSS ROD WITH TURNBUCKLES.
  - l. ALL POSTS EXCEPT GATE POSTS SHALL HAVE A CAP. GATE POSTS SHALL HAVE A DOME CAP.
  - m. OTHER HARDWARE INCLUDES BUT MAY NOT BE LIMITED TO TIE CLIPS, BAND CLIPS, AND TENSION BAND CLIPS.
  - n. ALL CAPS SHALL BE MALLEABLE IRON, DOME OR ACORN SHAPED AS REQUIRED BY PIPE SIZE.

## PART 3 – EXECUTION

1. INSPECTION: TO CONFIRM PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS. ALL POST HOLES WILL BE EXCAVATED AS PER CONSTRUCTION DOCUMENTS,
2. INSTALLATION
  - a. FOUNDATIONS SHALL HAVE A MINIMUM SIX INCH (6") CONCRETE COVER UNDER POST.
  - b. ALL FENCE POSTS SHALL BE VERTICALLY PLUMB; ON QUARTER INCH (1/4")
  - c. AT CORNER POSTS, GATE POSTS, AND SIDES OF GATE FRAME, FABRIC SHALL BE ATTACHED WITH STRETCHER AND TENSION BAND-CLIPS AT FIFTEEN (15) INCH INTERVALS.

- d. AT LINE POSTS, FABRIC SHALL BE ATTACHED WITH BAND-CLIPS AT FIFTEEN (15) INCH INTERVALS.
  - e. FABRIC SHALL BE ATTACHED TO BRACE RAILS, TENSION WIRE AND TRUSS RODS WITH TIE-CLIPS AT TWO FOOT (2') INTERVALS.
  - f. A MAXIMUM GAP OF ONE INCH WILL BE PERMITTED BETWEEN TIE CHAIN LINE FABRIC AND THE FINAL GRADE.
  - g. GATE SHALL BE INSTALLED SO LOCKS ARE ACCESSIBLE FROM BOTH SIDES.
  - h. GATE HINGE BOLTS SHALL HAVE THEIR THREADS PEENED OR WELDED TO PREVENT UNAUTHORIZED REMOVAL.
  - i. CONCRETE TO BE A MINIMUM OF 4,000 PSI AT 7 DAYS. CEMENT SHALL EXCEED ASTM C150, TYPE IIIA.
3. PROTECTION: UPON COMPLETION OF ERECTION, INSPECT FENCE MATERIAL AND PAINT FIELD CUTS OR GALVANIZING BREAKS WITH ZINC-BASED PAINT, COLOR TO MATCH THE GALVANIZED METAL. APPLICABLE STANDARDS:

ASTM-A120	SPECIFICATION FOR PIPE, STEEL, BLACK AND HOT-DIPPED ZINC COATED (GALVANIZED) WELDED AND SEAMLESS, FOR ORDINARY USES.
ASTM-A123	ZINC (HOT-DIP GALVANIZED) COATING ON IRON AND STEEL PRODUCTS.
ASTM-A153	STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE.
ASTM-A392	SPECIFICATION FOR ZINC-COATED STEEL CHAIN LINK FENCE FABRIC.
ASTM-A491	SPECIFICATION FOR ALUMINUM-COATED STEEL CHAIN LINK FENCE FABRIC
ASTM-A525	STANDARD SPECIFICATION FOR STEEL SHEET ZINC COATED (GALVANIZED) BY THE HOT-DIPPED PROCESS.
ASTM-A570	SPECIFICATION FOR HOT-ROLLED CARBON STEEL SHEET AND STRIP. STRUCTURAL QUALITY.

- A. FEDERAL SPECIFICATION RR-F-191-FENCING, WIRE AND POST METAL (AND GATES, CHAIN LINK FENCE FABRIC, AND ACCESSORIES)

DIVISION 4: CONCRETE

SECTION 4.1 – BASIC CONCRETE MATERIALS AND METHODS

PART 1 – GENERAL

- 1. WORK INCLUDED: FORMWORK, REINFORCEMENT, ACCESSORIES, CAST-IN-PLACE CONCRETE, FINISHING, AND CURING.
- 2. INSPECTIONS
  - a. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING BUILDING DEPARTMENT INSPECTIONS REQUIRED FOR HIS SCOPE OF WORK.
  - b. ALL REINFORCING STEEL SHALL BE INSPECTED AND APPROVED BY THE LESSEE’S CONSTRUCTION MANAGER PRIOR TO PLACEMENT OF CONCRETE.

- c. THE LESSEE'S CONSTRUCTION MANAGER SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS.
3. QUALITY ASSURANCE
  - a. CONSTRUCT AND ERECT CONCRETE FORMWORK IN ACCORDANCE WITH ACI 301 AND ASTM 318.
  - b. PERFORM CONCRETE REINFORCING WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ASTM A184.
  - c. PERFORM CAST-IN-PLACE CONCRETE WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ACI 117-90.
  - d. OPEN FOUNDATION TRENCHES SHALL BE INSPECTED BY MES PRIOR TO CONCRETE INSTALLATION.
4. SUBMITTALS: SUBMIT CONCRETE MIX AND REINFORCING STEEL SHOP DRAWINGS FOR APPROVAL BY LESSEE CONSTRUCTION MANAGER/ENGINEER. THE SHOP DRAWING SHALL BE SUBMITTED IN THE FORM OF TWO (2) CONCRETE MIX DESIGN INFORMATION SHEETS AND TWO (2) BLUELINE DRAWINGS FOR REINFORCING STEEL.

## PART 2 – PRODUCTS

1. REINFORCEMENT MATERIALS
  - a. REINFORCEMENT STEEL, ASTM A615, 60 ksi YIELD GRADE, DEFORMED BILLET STEEL BARS, PLAIN FINISH.
  - b. WELDED STEEL WIRE FABRIC ASTM A185 PLAIN TYPE IN FLAT SHEETS, PLAIN FINISH.
  - c. CHAIRS, BOLSTERS, BAR SUPPORTS, SPACERS. SIZED AND SHAPED FOR SUPPORTS OR REINFORCING.
  - d. FABRICATE CONCRETE REINFORCING IN ACCORDANCE WITH ACI 315, ACI 318, ASTM A184.
2. CONCRETE MATERIALS
  - a. CEMENT: ASTM C150, PORTLAND TYPE
  - b. FINE AND COURSE AGGREGATES: ASTM C33 – MAXIMUM SIZE OF CONCRETE AGGREGATE SHALL NOT EXCEED; ONE INCH (1") SIZE SUITABLE FOR INSTALLATION METHOD UTILIZED OR ONE-THIRD (1/3) CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING.
  - c. WATER: CLEAN AND NOT DETRIMENTAL TO CONCRETE
  - d. AIR ENTRAINING ADMIXTURE: ASTM C260
  - e. BONDING AGENT: LATEX EMULSION FOR BONDING NEW TO OLD CONCRETE AS MANUFACTURED BY DAYTON SUPERIOR.
  - f. NON-SHRINK GROUT: PREMIXED COMPOUND CONSISTING OF NONMETALLIC AGGREGATE. CEMENT, WATER REDUCING AND PLASTICISING AGENTS.
3. CONCRETE MIX
  - a. CONCRETE MATERIALS SHALL CONFORM TO THE APPROPRIATE A.C.I. REQUIREMENTS FOR EXPOSED STRUCTURAL CONCRETE.
  - b. MIX AND DELIVER CONCRETE IN ACCORDANCE WITH ASTM C94, ALT. 3.
  - c. PROPORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR LOCAL ANTICIPATED AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENTS OF ACI 318 CHAPTER 4 SHALL BE SATISFIED BASED ON THE CONDITIONS EXPECTED AT THE SITE. PROVIDE CONCRETE AS FOLLOWS:
    - i. COMPRESSIVE STRENGTH: 4000 psi AT 7 DAYS. SEE SHEET 2-1 FOR CAISSON CONCRETE COMPRESSIVE STRENGTH.
    - ii. SLUMP: 3 INCHES

## PART 3 – EXECUTION

1. INSERTS, EMBEDDED COMPONENTS AND OPENINGS
  - a. THE CONSTRUCTOR SHALL COORDINATE AND CROSS-CHECK ARCHITECTURAL, BUILDING & ELECTRICAL DRAWINGS FOR OPENINGS, SLEEVES, ANCHORS, HANGERS, AND OTHER ITEMS RELATED TO CONCRETE WORK AND SHALL ASSUME FULL RESPONSIBILITY FOR THE PROPER LOCATION BEFORE PLACING CONCRETE.
  - b. PROVIDE FORMED OPENINGS WHERE REQUIRED FOR WORK TO BE EMBEDDED IN AND PASSING THROUGH CONCRETE MEMBERS.

- c. COORDINATE WORK OF OTHER SECTIONS IN FORMING AND SETTING OPENING, SLOTS, RECESSES, CHASES, SLEEVES, BOLTS, ANCHORS, AND OTHER INSERTS.
- d. INSTALL CONCRETE ACCESSORIES STRAIGHT, LEVEL AND PLUMB.
2. REINFORCEMENT PLACEMENT
  - a. PLACEMENT REINFORCEMENT, SUPPORTED AND SECURED AGAINST DISPLACEMENT.
  - b. ENSURE REINFORCING IS CLEAN, FREE OF LOOSE SCALE, DIRT, OR OTHER FOREIGN COATINGS.
  - c. WELDING IS PROHIBITED ON REINFORCING STEEL AND EMBEDMENTS.
  - d. MINIMUM CONCRETE COVER FOR REINFORCING SHALL BE THREE INCHES (3") UNLESS OTHERWISE NOTED.
  - e. CONCRETE COVER FROM TOP OF FOUNDATION TO ENDS OF VERTICAL REINFORCEMENT SHALL NOT EXCEED THREE INCHES (3") NOR BE LESS THAN TWO INCHES (2").
3. PLACING CONCRETE
  - a. VIBRATE ALL CONCRETE.
  - b. ALL CONCRETE WORK SHALL ADHERE TO THE LATEST A.C.I. STANDARDS FOR WINTER POURING AND CURING PROCECURES IF SEASONAL CONDITIONS APPLY.
4. CURING
  - a. AFTER PLACEMENT, PROTECT CONCRETE FROM PREMATURE DRYING.
  - b. MAINTAIN CONCRETE WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSTANT TEMPERATURE FOR A PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.
5. PROVIDE HAND RUBBED SMOOTH FINISH TO ALL EXPOSED VERTICAL FORMED CONCRETE SURFACES.
6. FIELD QUALITY CONTROL
  - a. SUBMIT THREE (3) CONCRETE TEST CYLINDERS – TAKEN FOR EVERY 15 CUBIC YARD OR LESS. SUBMIT CONCRETE TESTS TO THE PROJECT MANAGER IN ACCORDANCE WITH ASTM, C-31 AND C-39.
  - b. SUBMIT ONE (1) ADDITIONAL TEST CYLINDER – TAKEN DURING COLD WEATHER POURS, AND CURED ON JOB SITE UNDER SAME CONDITIONS AS CONCRETE IT REPRESENTS.
  - c. SUBMIT ONE (1) SLUMP TEST – TAKEN FOR EACH SET OF TEST CYLINDERS TAKEN.
7. DEFECTIVE CONCRETE: MODIFY OR REPLACE CONCRETE NOT CONFORMING TO REQUIRED LINES, DETAILS OR ELEVATIONS AT COST OF GC, AS DIRECTED BY ARCHITECT/ENGINEER.

#### DIVISION 4: GROUNDING AND BONDING

##### PART 1 - GENERAL

##### A. This Section includes:

1.1 Grounding of electrical systems and equipment and basic requirements for grounding for protection of life, equipment, circuits, and systems.

1.2 Water Tower Ground Rings (counterpoise systems)

B. Provide grounding of the entire electrical installation as shown on the Drawings and specified herein, and in accordance with Article 250 of the National Electrical Code (NEC).

##### 1.3 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of this Specification Section.

B. Product Data for grounding rods, connectors and connection materials, and grounding fittings.

- C. Field tests and observation reports certified by the testing organization and indicating and interpreting the test reports for compliance with performance requirements.
- D. Manufacturer instructions for storage, handling, protection, examination, preparation and installation of exothermic connectors.

#### 1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Testing agency as defined by OSHA or a member company of National Electrical Testing Association (NETA) and that is acceptable to authorities having jurisdiction.

Comply with UL 467.

Listing and Labeling: Provide products specified in this Section that are listed and labeled.

Comply with NECA Standard of Installation.

## PART 2 - PRODUCTS

### 2.1 GROUNDING CONDUCTORS

- A. Governing Requirements: Where types, sizes, ratings, and quantities indicated are in excess of National Electrical Code (NEC) requirements, the more stringent requirements and the greater size, rating, and quantity indications govern.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Harger Lighting & Grounding.; Electrical Products Grounding
- C. Wire and Cable Grounding Conductors
  - 1. Conform to NEC except as otherwise indicated, for conductor properties, including stranding.
  - 2. Use only copper wire for both insulated and bare grounding conductors in direct contact with earth, concrete, masonry, crushed stone, and similar materials.
  - 3. Equipment Grounding Conductors: Insulated with green color insulation.
  - 4. Grounding-Electrode Conductors: Bare Stranded copper.
  - 5. Underground Conductors: Bare, tinned, stranded, except as otherwise indicated.
  - 6. Bare Copper Conductors: Conform to the following:
    - a. Solid Conductors: ASTM.
    - b. Assembly of Stranded Conductors: ASTM.
    - c. Tinned Conductors: ASTM.

7. Grounding Bus: Bare, annealed-copper bars of rectangular cross section, with insulators.
8. Bonding Straps: Soft copper, 0.05 inch thick and 2 inches wide, except as indicated.

#### D. Connector Products

1. Products shall be listed and labeled as grounding connectors for the materials used. No aluminum materials shall be utilized within 18" of the earth where used for the purpose of grounding.
2. Exothermic-Welded Connections shall be as manufactured by Harger. Provide exothermic welding system for use in making electrical grounding connections of copper to copper or copper to steel. Exothermically welded connections are required on all grounding electrode conductors, all connections to building steel (connections to structural member), all grounding conductors run under the earth, connection to ground rods and in any case where grounding conductors are subject to a hostile environment.
  - a. The exothermic welding system furnished under these specifications shall meet the applicable requirements of IEEE-80, Chapter 9, Section of conductors and joints.
  - b. Starting material, if used, shall consist of aluminum and copper/copper oxide and iron oxides. It shall not contain phosphorous or any caustic, toxic or explosive substance. Weld metal used for grounding connections shall contain copper oxide, aluminum.

#### E. Grounding Electrodes and Test Wells

1. Grounding Rods: copper-clad steel, Size: 5/8 inch by 10 feet.
2. Test Wells shall be type No. 305 as manufactured by Harger. Where multiple connection are made, a Harger ground inspection well type no 305 shall be used.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas and conditions under which electrical grounding and bonding connections are to be made and notify the Engineer in writing of conditions detrimental to proper completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Engineer.

#### 3.2 APPLICATION

- A. In raceways, use insulated equipment grounding conductors.
- B. Exothermic-Welded Connections only: shall be used for connections to structural steel, ground rods, signal reference grid, counterpoise conductors and for all underground connections, except those at test wells.

#### 3.3 COUNTERPOISE

Provide a ground ring conductor (counterpoise) extending around the perimeter of the building. Bury counterpoise not less than 18 inches below grade. Use tinned-copper conductor not less than No. 4/0 AWG for counterpoise and for the tap to water tower steel. The counterpoise conductor trench shall be filled with 1" of Harger G.E.M. above and below the conductor.

Ground the steel framework of the water tower with a ground rod at every other exterior column. The ground rods shall be located in the counterpoise trench and shall be attached to the counterpoise with a ultraweld by Harger and a (conductor-to-conductor) connection ultra weld by Harger. The top of the ground rod shall not be less than 18" below grade. The conductor that attaches the rod to the counterpoise shall run continuous to the base of the structural steel column and welded to the column.

### 3.4 INSTALLATION

A. General: Ground electrical systems and equipment according to NEC requirements, except where Drawings or Specifications exceed NEC requirements.

B. Ground Rods for earth connection:

1. Interconnect ground rods with grounding-electrode conductors. Use exothermic welds, except at test wells and as otherwise indicated. Make connections without exposing steel or damaging copper coating.
2. Where soil conditions make driving ground rods impossible, a six inch hole shall be augured into the earth and filled with Harger Gem after the ground rod connection is made, or a trench no less than 16" deep shall be utilized for horizontal placement of the rod. and backfilled with Harger Gem.

C. Grounding Conductors: Route along the shortest and straightest paths possible, unless otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

D. Bonding Straps and Jumpers: Use exothermic-welded connectors for outdoor locations, unless a disconnect-type connection is required; then, use a bolted clamp. Bond straps directly to the basic structure taking care not to penetrate any adjacent parts. Install straps only in locations accessible for maintenance.

### 3.5 CONNECTIONS

A. General: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.

1. Use electroplated or hot-tin-coated materials to assure high conductivity and to make contact points closer in order of galvanic series.
2. Make connections with clean, bare metal at points of contact.
3. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

B. Exothermic-Welded Connections: Use for connections to structural steel and for underground connections, except those at test wells. Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.

C. Connections at Test Wells: Use compression-type connectors on conductors and make bolted- and clamped-type connections between conductors and grounding rods.

D. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. Where these requirements are not available, use those specified in UL 486A/B.

E. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by manufacturer of connectors. Provide embossing

die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.

F. Moisture Protection: Where insulated grounding conductors are connected to grounding rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

### 3.9 FIELD QUALITY CONTROL

A. Independent Testing Agency: Engage an independent electrical testing organization to perform tests described below.

B. Tests: Subject the completed grounding system to a megger test at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at ground test wells. Measure ground resistance not less than 2 full days after the last trace of precipitation, and without the soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests by the 2-point method according to IEEE 81.

C. The maximum earth resistance values shall be less than 5 ohms for the service entrance ground with the counterpoise removed and no greater for the counterpoise system when measured alone. Earth resistance testing shall be done no sooner than 180 days after occupancy and prior to 360 days. Earth resistance testing shall be done by the manufacturer of the earthing/grounding components and shall be included in the cost of materials.

D. Excessive Ground Resistance: Where resistance to ground exceeds specified values, notify Owner promptly and include recommendations to reduce ground resistance and to accomplish recommended work.

E. Report: Prepare test reports, certified by the testing organization, of ground resistance at each test location. Include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

### **DUTY TO INDEMNIFY**

1. THE CONTRACTOR SHALL DEFEND, INDEMNIFY, KEEP AND SAVE HARMLESS THE VILLAGE, CLIENT, AND ENGINEER, AND THEIR REPRESENTATIVES, AGENTS AND EMPLOYEES, IN BOTH INDIVIDUAL AND OFFICIAL CAPACITIES, AGAINST ALL SUITS, CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, CAUSED BY, GROWING OUT OF, OR INCIDENTAL TO, THE PERFORMANCE OF THE WORK UNDER THE CONTRACT BY THE CONTRACTOR OR ITS SUBCONTRACTORS TO THE FULL EXTENT AS ALLOWED BY THE LAWS OF THE STATE OF ILLINOIS AND NOT BEYOND ANY EXTENT WHICH WOULD RENDER THESE PROVISIONS VOID OR UNENFORCEABLE. THIS OBLIGATION INCLUDES BUT IS NOT LIMITED TO, THE ILLINOIS LAWS REGARDING STRUCTURAL WORK (IL. REV. STAT. CH. 48, PAR.60 AT SEQ.) AND REGARDING THE PROTECTION OF ADJACENT LANDOWNERS (IL. REV. STAT. CH.17 ½ PAR.51 ET. SEQ.). IN THE EVENT OF ANY SUCH INJURY (INCLUDING DEATH) OR LOSS OR DAMAGE, OR CLAIMS THEREFORE, THE CONTRACTOR SHALL GIVE PROMPT NOTICE TO THE OWNER.
2. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS & METHODS OF CONSTRUCTION AND FOR PROVIDING AND MAINTAINING ADEQUATE SIGNS, BARRICADES, FENCING, TRAFFIC CONTROL DEVICES AND MEASURES, AND ALL OTHER MEASURES THAT ARE NECESSARY TO PROTECT THE SAFETY OF THE SITE AT ALL TIMES.

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## GENERAL SPECIAL PROVISIONS

### DEFINITIONS

**Contractor.** The individual, firm, partnership, joint venture, or corporation contracting with the Village of Villa Park for performance of the prescribed work.

**Department, Owner or Village.** The Village of Villa Park, DuPage County, Illinois.

**Engineer.** The Resident Engineer who is the authorized representative of the Village of Villa Park in immediate charge of the engineering details of a construction project.

### QUALIFICATIONS OF BIDDERS

Bidders will comply with all applicable Federal, State and local laws and requirements, and will further meet the qualifications prescribed in this and other applicable portions of these provisions.

Bidder, in submitting a Bid, certifies that Bidder is in compliance with all applicable Federal, State and local laws and requirements, and that Bidder further meets the qualifications prescribed in this and other applicable portions of these provisions. Engineer's determination as to the compliance and qualifications of the Bidder will be final, and Bidder, in submitting a Bid, agrees to be bound by that determination.

Bidder, in submitting a Bid, certifies that Bidder is in compliance with the following requirements and qualifications. Bidder further certifies that Bidder is able to provide written evidence of Bidder's compliance with the following requirements and qualifications. Bidder shall, upon request by Engineer, submit such written evidence within five (5) calendar days of the Engineer's request, as well as any other written evidence which Engineer may deem necessary for the purpose of evaluating Bidder's qualifications.

- (a) Bidder shall be qualified to do business in the State of Illinois.
- (b) Bidder shall possess either a valid Federal Employer Tax Identification Number (FEIN) or a valid Social Security Number (SSN).
- (c) Bidder shall be able to provide a street address and description of the Bidder's place of business, and the mailing address of the business, if different from the street address.

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- (d) Bidder shall be able to provide the number of years Bidder has been engaged in the contracting business under the present firm name, and the name of the state where incorporated.
- (e) Bidder shall be able to provide a list of the property and equipment available to the Bidder.
- (f) Bidder shall be able to provide a financial statement demonstrating that the Bidder has the financial resources to meet all obligations related to the Work.
- (g) Bidder shall maintain insurance policies with the coverages required by the Contract, and with the minimum limits of coverage required by the Contract. Bidder shall be able to provide current certificate(s) of insurance for the insurance policies held by Bidder, demonstrating that Bidder holds insurance policies with the coverages required by the contract, and with the minimum limits of coverage required by the Contract.
- (h) Bidder shall have constructed a minimum of three (3) projects of a similar nature in the immediate past five (5) years. Bidder shall be able to provide a list of all projects of a similar nature constructed by Bidder in the immediate past five (5) years, which list shall contain the minimum of three (3) such projects, which list shall provide a description and the location(s) of all such projects, and shall contain the Bidder's performance record and references, as well as the names and current contact information, including addresses and telephone numbers, of persons who acted as owners' representatives for those projects and who have knowledge of those projects, and whom Bidder agrees the Village may contact for the purpose of verifying Bidder's performance and references.
- (i) Bidder shall be able to provide a list of three (3) references (name, address and telephone number) with knowledge of the integrity and business practices of the bidder. Such references may not be persons who have been employed by Bidder as employees.
- (j) Bidder shall be able to provide a list of projects presently under Contract, the awarded Contract amount of each, the approximate adjusted Contract amount of each (if applicable), and the dollar amount or percent of completion of each.
- (k) Bidder shall be able to provide a list of Contracts which have resulted in lawsuits, whether against Bidder as a prime contractor, against Bidder as a subcontractor, or against Bidder as a party in any other capacity; or against subcontractors or suppliers performing work for Bidder or under Contract held by Bidder.

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- (l) Bidder shall be able to provide a list of Contracts defaulted.
- (m) Bidder shall be able to provide a statement indicating whether or not Bidder has ever filed bankruptcy.
- (n) Bidder shall be able to provide a list of all officers of the firm, which list shall also indicate those officers who, while in the employ of the firm or in the employ of previous firms, were associated with Contracts which resulted in lawsuits, Contracts defaulted, or firms which filed for bankruptcy.
- (o) Bidder shall maintain personnel guaranteed to be employed in the responsible charge of the Work, which personnel possess sufficient technical experience to ensure the satisfactory completion of the Work. Bidder shall be able to provide the names and technical experience of such personnel, as well as statements as to whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress.
- (p) Bidder shall be able to provide a list of subcontractors and suppliers anticipated to be employed by Bidder for the purpose of completing the Work, including the firm name, street address and description of place of business; mailing address of business (if different); phone, fax and e-mail contact information of business; name of primary contact; and a list of any projects or contracts for which Bidder currently owes monies to said firm, which list shall include a description of the project or contract, the amount currently due to said firm, the period of time for which those monies have been owed, and the expected date of payment of those monies.
- (q) Bidder shall participate in active apprenticeship and training programs approved by and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the Contract. Bidder shall be able to provide evidence of Bidder's participation in such apprenticeship and training programs.
- (r) Bidder shall only employ subcontractors who meet the requirements prescribed in this section and other sections of these specifications.
- (s) Bidder shall be able to provide such other information as may assist the Village in determining whether the Bidder is adequately prepared to fulfill the Contract.

These requirements and qualifications are not intended to discourage bidding, to make it difficult for qualified Bidders to submit Bids, or to discourage beginning contractors. The purpose of these requirements and qualifications is to allow the Village to obtain sufficient information about Bidder's financial state, available equipment, personnel, and

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previous work experience so that the Village may mitigate the hazards involved in awarding contracts to parties who may not be qualified to perform the Work as specified.

A copy of Village of Villa Park Ordinance No. 3733, amending the requirements of bidders for construction projects, is provided as Appendix C.

### **INCREASED OR DECREASED QUANTITIES**

The Village reserves the right to increase or decrease the amount of work shown in the plans in accordance with Section 109 of the Standard Specifications.

### **SUBCONTRACTORS**

Add the following to the end of Section 108.01 of the Standard Specifications:

“The apparent low Bidder will submit to the Engineer within ten calendar days after the receipt of bids, a list of the names of Bidder’s proposed subcontractors along with a description of the work to be performed by each.”

### **WORKING HOURS**

Working hours will be between 7:00 A.M. and 5:00 P.M., Monday through Friday, excluding holidays as designated by the Contract.

Contractor will not permit the performance of Work outside these working hours without Owner’s written consent, which may be given after prior written request to Engineer, except as otherwise required for the safety of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents.

If Contractor permits the performance of Work outside these working hours, Contractor will compensate Owner for the costs of inspection and other services provided by Engineer. Owner will determine the rates at which such inspection and other services are to be compensated. Owner will determine the interval or intervals at which billing will take place, and may, at Owner’s discretion, submit invoices for payment to Contractor, or deduct the costs from any monies due or to become due to the Contractor from Owner.

### **HOLIDAYS**

Revise the list of legal holidays in Article 107.09 of the Standard Specifications to read:

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New Year's Day  
Easter  
Memorial Day  
Independence Day  
Labor Day

Thanksgiving Day  
Thanksgiving Friday  
Christmas Eve  
Christmas Day  
New Year's Eve

## **PUBLIC CONVENIENCE AND SAFETY (D-1)**

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

“If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply.”

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

“The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After”

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

“On weekends, excluding holidays, on roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical.”

## **INSURANCE**

Insurance and indemnification shall be according to applicable sections of the Standard Specifications, and shall also be according to the “IRMA Contractual Insurance Guidelines”, incorporated herein as Appendix D. If a conflict is determined to exist between the requirements prescribed in the Standard Specifications and the requirements prescribed in the IRMA Contractual Insurance Guidelines, such conflict will be resolved as follows:

- a. If a particular type of insurance coverage is required by one standard but not by both, that type of insurance coverage will be required.

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- b. If the minimum limits of insurance coverage required by one standard differ from those required by the other standard, the higher minimum limits of insurance coverage will prevail.
- c. If any other conflicts are determined to exist between the requirements prescribed in the two standards, the stricter of the two requirements will prevail. Owner will make the final determination as to what constitutes a stricter requirement.

**MAINTENANCE GUARANTEE**

The Contractor shall execute and deliver to the Village, before final payment will be issued, a written warranty, in a form satisfactory to the Village, which guarantees that the work is in accordance with the Contract Documents and will not be defective. This warranty shall guarantee this work for a period of one year from the date of acceptance of the work and final payment by the Village.

The Contractor shall furnish a warranty bond in an amount equal to ten percent (10%) of the contract amount, or \$10,000.00, whichever is greater, by a surety satisfactory to the Village to guarantee Contractor's warranty to repair defective work.

If within the guarantee period, any work is found to be defective, as determined by the Village, the Contractor shall promptly and without cost to the Village, correct or repair such defective work, or remove and replace the defective work in accordance with the Special Provisions for the items in question.

**MOBILIZATION**

Mobilization shall be according to Section 671 of the Standard Specifications except as modified herein.

Revise Article 671.02, Basis of Payment, to read:

**"671.02 Basis of Payment.** Mobilization will not be paid for separately but shall be included in the unit bid prices of the items for which this work applies."

**CONSTRUCTION SAFETY AND HEALTH STANDARDS**

It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of that contract to work in surroundings or under working conditions which are unsanitary, hazardous or

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dangerous to their health or safety, as determined under Federal Construction Safety and Health Standards.

**RESPONSIBILITY FOR VANDALISM**

The contractor shall be responsible for the defacement of any concrete pours before they have set up. Concrete pavement, sidewalk, driveway, or curbing that has been defaced, in the opinion of the Engineer, shall be removed and replaced by the contractor at Contractor's own expense.

**USE OF FIRE HYDRANTS**

Revise Article 107.18 of the Standard Specifications to read:

**“107.18 Use of Fire Hydrants.** If Contractor requires water for the completion of construction operations, and desires to obtain water from Owner, Contractor shall make application to Engineer accordingly. If such application is approved by Engineer, Contractor shall obtain water from the fire hydrant located at 100 West Home Avenue, adjacent to the Village of Villa Park Fleet Maintenance Garage. Contractor's use of said hydrant and methods of obtaining water shall be in compliance with all applicable ordinances, rules, and regulations concerning such use. Contractor shall furnish all labor and equipment necessary to make a connection to said hydrant, and to obtain and transport water. Contractor, in obtaining water from said hydrant, shall either:

- (a) Make application to Engineer for temporary use of a hydrant meter, comply with all conditions requisite for use of said meter if such application is approved, and use said hydrant meter when obtaining water from hydrant; or
- (b) Make record of the quantity of water obtained from said hydrant along with the date and time obtained, and report such information after each use to the Village of Villa Park Public Works Department, 11 West Home Avenue, or, if such use takes place outside of the normal working hours of the Public Works Department, report such information after the next use which takes place during normal working hours.

Contractor shall not use, operate or obtain water from any hydrants other than the one prescribed. Contractor shall not obtain water from Owner for construction operations or activities not under contract with Owner.

Contractor shall compensate Owner for water obtained by Contractor at the current rate charged to commercial customers by Owner, which rate may also include any administrative fees, overhead, or other costs which are typically charged to commercial customers. The actual quantity of water obtained by Contractor may, at Owner's

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discretion, be rounded up to the next 1,000 gallon increment so as to coincide with standard units of measure on which water billing rates are based. Owner will determine the interval or intervals at which billing will take place, and may, at Owner's discretion, submit invoices for payment to Contractor, or deduct the cost of water from any monies due or to become due to the Contractor from Owner."

## **PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION**

Unless otherwise noted in the contract plans, the existing drainage facilities shall remain in use during the period of construction.

Locations of existing drainage structures and sewers, if shown on the contract plans, are approximate. Prior to commencement of work, the Contractor, at his/her own expense, shall determine the exact location of existing structures which are within the proposed construction site.

All drainage structures are to be kept free from any debris resulting from construction operations. All work and materials necessary to prevent accumulation of debris in the drainage structure resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Unless reconstruction or adjustment of an existing manhole, catch basin, or inlet is called for in the contract plans or ordered by the Engineer, the proposed work shall meet the existing elevations of these structures. Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with Section 602 and Article 104.02 respectively, of the Standard Specifications.

Existing frames and grates are to remain unless otherwise noted in the contract plans or as directed by the Engineer. Frames and grates that are missing or damaged prior to construction shall be replaced. The type of replacements frame or grate shall be determined by the Engineer, and replacement and payment for same shall be in accordance with Section 604 and Article 104.02 respectively, of the Standard Specifications unless otherwise noted in the plans or special provisions.

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## PAY ITEM SPECIAL PROVISIONS

### PAY ITEM #01 – MACHINE EXCAVATION

**Description.** This work shall consist of earth excavation performed by mechanical methods. This work shall be performed in accordance with Section 202 of the Standard Specifications, and in accordance with the plans and specifications.

**Method of Measurement.** Earth excavation will be measured and paid for as MACHINE EXCAVATION if, in the opinion of the Engineer, the excavation does not qualify as hand excavation. Earth excavation which is deemed by the Engineer to be MACHINE EXCAVATION will be measured for payment in accordance with Section 202 of the Standard Specifications.

**Basis of Payment.** This work will be paid for at the contract unit price per cubic yard for MACHINE EXCAVATION; which price shall include all labor, materials, and equipment necessary to complete the work as described herein.

### PAY ITEM #02 – HAND EXCAVATION

**Description.** This work shall consist of earth excavation performed by hand method. This work shall be performed in accordance with Section 202 of the Standard Specifications, and in accordance with the plans and specifications.

**Method of Measurement.** Earth excavation will be measured and paid for as HAND EXCAVATION if, in the opinion of the Engineer, the excavation cannot be completed by mechanical methods. Earth excavation which is deemed by the Engineer to be HAND EXCAVATION will be measured for payment in accordance with Section 202 of the Standard Specifications.

**Basis of Payment.** This work will be paid for at the contract unit price per cubic yard for HAND EXCAVATION; which price shall include all labor, materials, and equipment necessary to complete the work as described herein.

### PAY ITEM #03 – COPPER CONDUCTOR

**Description.** This work shall consist of the installation of copper conducting materials and equipment in accordance with the plans and specifications.

The work shall consist of the installation of no less than 2,000 lineal feet of copper conducting wire, and shall include all other materials which are necessary to complete the work in accordance with the plans and specifications.

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All items of work proposed in the plans and specifications which are not specifically included in the cost of another pay item will be considered to be included in the cost of COPPER CONDUCTOR.

**Method of Measurement.** The components of this work will not be measured for payment separately.

**Basis of Payment.** This work will be paid for at the contract unit price per lump sum for COPPER CONDUCTOR; which price shall include all labor, materials, and equipment necessary to complete the work as described herein.

**PAY ITEM #04 – COPPER GROUND RODS**

**Description.** This work shall consist of the installation of copper ground rods in accordance with the plans and specifications.

**Basis of Payment.** This work will be paid for at the contract unit price per each for COPPER GROUND RODS; which price shall include all labor, materials, and equipment necessary to complete the work as described herein.

**PAY ITEM #05 – GROUND OBSERVATION WELL**

**Description.** This work shall consist of the installation of ground observation wells in accordance with the plans and specifications.

**Basis of Payment.** This work will be paid for at the contract unit price per each for GROUND OBSERVATION WELL; which price shall include all labor, materials, and equipment necessary to complete the work as described herein.

**PAY ITEM #06 – BACKFILLING AND GRADING**

**Description.** This work shall consist of the backfilling and grading of excavated areas in accordance with the plans and specifications.

**Method of Measurement.** Backfilling and grading shall be measured in place and the area computed in square yards.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard for BACKFILLING AND GRADING; which price shall include all labor, materials, and equipment necessary to complete the work as described herein.

Village of Villa Park  
Water Tower Grounding**PAY ITEM #07 – TOPSOIL AND SODDING**

**Description.** This work shall consist of the placement of topsoil and sod in accordance with Sections 211 and 252 of the Standard Specifications and in accordance with the plans and specifications, with the following modifications.

Topsoil shall be placed in a smooth, compacted uniform thickness of not less than 4 inches. Fertilizer nutrients shall be applied in accordance with Section 252 of the Standard Specifications. Contractor shall provide subsequent re-sodding if necessary until satisfactory growth is produced for a period of no less than 30 days after placement. Contractor shall repair any areas where settlement occurs at his or her expense.

**Method of Measurement.** This work will be measured for payment in place and the area computed in square yards. To be considered for final payment, the sod shall be growing in place for a minimum of 30 days after placement in a live and healthy condition.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard for TOPSOIL AND SODDING; which price shall include all labor, materials, and equipment necessary to complete the work as described herein.

**PAY ITEM #08 – FENCE REMOVAL**

**Description.** This work shall consist of the removal of existing chain link fence in accordance with the plans and specifications.

Contractor shall take care so as not to damage existing fence which is to remain in place.

**Method of Measurement.** This work will be measured for payment in place and the area computed in feet.

**Basis of Payment.** This work will be paid for at the contract unit price per foot for FENCE REMOVAL; which price shall include all labor, materials, and equipment necessary to complete the work as described herein.

**PAY ITEM #09 – FENCE REPLACEMENT**

**Description.** This work shall consist of the installation of new chain link fence in accordance with Section 664 of the Standards Specifications and in accordance with the plans and specifications.

Village of Villa Park  
Water Tower Grounding

The new fence shall be of the same height and shall be of substantially similar construction and design as the existing fence.

**Method of Measurement.** This work will be measured for payment in place and the area computed in feet.

**Basis of Payment.** This work will be paid for at the contract unit price per foot for FENCE REPLACEMENT; which price shall include all labor, materials, and equipment necessary to complete the work as described herein.

**PAY ITEM #10 – CONCRETE SPILLPAD REMOVAL**

**Description.** This work shall consist of the removal and disposal of the existing concrete spillpad in accordance with the plans and specifications.

**Method of Measurement.** The components of this work will not be measured for payment separately.

**Basis of Payment.** This work will be paid for at the contract unit price per lump sum for CONCRETE SPILLPAD REMOVAL; which price shall include all labor, materials, and equipment necessary to complete the work as described herein.

**PAY ITEM #11 – CONCRETE SPILLPAD INSTALLATION**

**Description.** This work shall consist of the installation of a new concrete spillpad in accordance with the plans and specifications.

**Method of Measurement.** The components of this work will not be measured for payment separately.

**Basis of Payment.** This work will be paid for at the contract unit price per lump sum for CONCRETE SPILLPAD INSTALLATION; which price shall include all labor, materials, and equipment necessary to complete the work as described herein.

**PAY ITEM #12 – INLET FILTERS**

**Description.** This work shall consist of the installation, maintenance and cleaning of inlet filters in accordance with Section 280 of the Standard Specifications and in accordance with the plans and specifications.

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Water Tower Grounding

Contractor shall inspect and clean all inlet filters weekly, after every rainfall, and additionally as needed. Contractor shall properly dispose of all debris removed from inlet filters at an approved location.

**Method of Measurement.** Inlet filters will be measured for payment as each. Maintenance and cleaning of inlet filters will not be paid for separately, but shall be included in the cost of inlet filters.

**Basis of Payment.** This work will be paid for at the contract unit price per each for INLET FILTERS; which price shall include all labor, materials, and equipment necessary to complete the work as described herein.

**PAY ITEM #13 – TRAFFIC CONTROL AND PROTECTION**

**Description.** This work shall consist of the installation and maintenance of traffic control devices and site control devices in accordance with the Standard Specifications and in accordance with the plans and specifications.

Contractor shall supply traffic control devices and site control devices as necessary, including, but not limited to, barricades, temporary fence, caution tape, and informational signage. Devices shall be provided in sufficient quantities and shall be utilized so as to minimize unnecessary or unauthorized access to the construction site. Contractor shall inspect and maintain traffic control devices and site control devices daily or more often if needed. Contractor shall immediately address any issues with traffic control devices or site control devices which could cause unsafe conditions. Contractor shall replace any traffic control devices or site control devices which are damaged or are insufficient.

**Method of Measurement.** The components of this work will not be measured for payment separately. Inspection and maintenance of traffic control devices and site control devices will be included in the cost of TRAFFIC CONTROL AND PROTECTION.

**Basis of Payment.** This work will be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION; which price shall include all labor, materials, and equipment necessary to complete the work as described herein.

**PAY ITEM #14 – CONTINGENCY ALLOWANCE**

A contingency allowance pay item is provided as a part of this contract for the purpose of facilitating the completion of unforeseen or additional work not included in the contract as awarded, and which is determined by the Engineer to be necessary and germane to the contract.

Village of Villa Park  
Water Tower Grounding

Use of the contingency allowance will be at the discretion of the Engineer. The Engineer may, at his/her discretion, use the contingency allowance for any of the following reasons:

- (a) Facilitate a temporary payment allowance to the Contractor for work completed under existing contract pay items and for which completed quantities exceed contract quantities;
- (b) Facilitate a temporary payment allowance to the Contractor for work completed beyond the scope of existing contract pay items; or
- (c) Facilitate a temporary payment allowance to the Contractor for the purchase of equipment, materials or such other requisition as Engineer determines to be necessary for the completion of the Work.

Such use of the CONTINGENCY ALLOWANCE will be further subject to approval by Owner. Owner's decision with regard to use of the CONTINGENCY ALLOWANCE will be final.

- A. Any payments made to Contractor under the CONTINGENCY ALLOWANCE will be considered temporary, and will only be retained by Contractor until such time that an authorization of contract changes can be approved and incorporated into the contract.
- B. Contractor, in accepting payments made under the CONTINGENCY ALLOWANCE, agrees to the terms of this and other applicable special provisions. Contractor agrees to relinquish any monies and any claim to monies paid under the CONTINGENCY ALLOWANCE upon approval of an authorization of contract changes and payment for any work for which payment was previously made under the CONTINGENCY ALLOWANCE. Contractor further agrees to return any monies previously paid thereunder.
- C. The CONTINGENCY ALLOWANCE pay item for this contract has been established with a unit of measurement in dollars, a quantity of 5,000.00, and a contract unit price of one dollar (\$1.00), for a total CONTINGENCY ALLOWANCE contract price of five-thousand dollars and no cents (\$5,000.00). Bidder, in submitting a bid, accepts the quantity, unit price, and total contract price of the CONTINGENCY ALLOWANCE.

Basis of Payment. This work will be paid for at the contract unit price per dollar for CONTINGENCY ALLOWANCE. The total bid amount for this item will be \$5,000.00.

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

SPECIAL PROVISION  
FOR  
INSURANCE

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

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

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

Village of Villa Park

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Terra Consulting Group, LTD.

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



BDE SPECIAL PROVISIONS  
For the July 29 and September 16, 2016 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>
80099	1	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274	2	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192	3	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4	Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
80241	5	Bridge Demolition Debris	July 1, 2009	
5026I	6	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5048I	7	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5049I	8	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5053I	9	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
* 80366	10	Butt Joints	July 1, 2016	
80360	11	Coarse Aggregate Quality	July 1, 2015	
80198	12	Completion Date (via calendar days)	April 1, 2008	
80199	13	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
* 80293	14	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	15	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80277	16	Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
80261	17	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80029	18	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2016
80363	19	Engineer's Field Office	April 1, 2016	
80358	20	Equal Employment Opportunity	April 1, 2015	
80364	21	Errata for the 2016 Standard Specifications	April 1, 2016	
80229	22	Fuel Cost Adjustment	April 1, 2009	July 1, 2015
80304	23	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	24	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2016
80347	25	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	April 1, 2016
* 80367	26	Light Poles	July 1, 2016	
* 80368	27	Light Tower	July 1, 2016	
80336	28	Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
* 80369	29	Mast Arm Assembly and Pole	July 1, 2016	
80045	30	Material Transfer Device	June 15, 1999	Aug. 1, 2014
80342	31	Mechanical Side Tie Bar Inserter	Aug. 1, 2014	April 1, 2016
* 80370	32	Mechanical Splicers	July 1, 2016	
80165	33	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80361	34	Overhead Sign Structures Certification of Metal Fabricator	Nov. 1, 2015	April 1, 2016
80349	35	Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
* 80371	36	Pavement Marking Removal	July 1, 2016	
80298	37	Pavement Marking Tape Type IV	April 1, 2012	April 1, 2016
80365	38	Pedestrian Push-Button	April 1, 2016	
* 80372	39	Preventive Maintenance – Bituminous Surface Treatment (A-1)	Jan. 1, 2009	July 1, 2016
* 80373	40	Preventive Maintenance – Cape Seal	Jan. 1, 2009	July 1, 2016
* 80374	41	Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	July 1, 2016
* 80375	42	Preventive Maintenance – Slurry Seal	Jan. 1, 2009	July 1, 2016
* 80359	43	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	July 1, 2016
80353	44	Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2016

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80338	45	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	April 1, 2016
80300	46	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
80328	47	✓ Progress Payments	Nov. 2, 2013	
3426I	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	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2016
80340	51	Speed Display Trailer	April 2, 2014	April 1, 2016
80127	52	Steel Cost Adjustment	April 2, 2004	July 1, 2015
80362	53	Steel Slag in Trench Backfill	Jan. 1, 2016	
80317	54	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016
80355	55	Temporary Concrete Barrier	Jan. 1, 2015	July 1, 2015
20338	56	Training Special Provisions	Oct. 15, 1975	
80318	57	Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80288	58	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	59	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289	60	Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	61	Working Days	Jan. 1, 2002	

The following special provisions and recurring special provisions are in the 2016 Standard Specifications.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80240	Above Grade Inlet Protection	Articles 280.02, 280.04, and 1081.15	July 1, 2009	Jan. 1, 2012
80310	Coated Galvanized Steel Conduit	Article 811.03	Jan. 1, 2013	Jan. 1, 2015
80341	Coilable Nonmetallic Conduit	Article 1088.01	Aug. 1, 2014	Jan. 1, 2015
80294	Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	Article 540.04	April 1, 2012	April 1, 2014
80334	Concrete Gutter, Curb, Median, and Paved Ditch	Articles 606.02, 606.07, and 1050.04	April 1, 2014	Aug. 1, 2014
80335	Contract Claims	Article 109.09	April 1, 2014	
Chk Sht #27	English Substitution of Metric Reinforcement Bars	Article 508.09	April 1, 1996	Jan. 1, 2011
80265	Friction Aggregate	Articles 1004.01 and 1004.03	Jan. 1, 2011	Nov. 1, 2014
80329	Glare Screen	Sections 638 and 1085	Jan. 1, 2014	
Chk Sht #20	Guardrail and Barrier Wall Delineation	Sections 635, 725, 782, and 1097	Dec. 15, 1993	Jan. 1, 2012
80322	Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Sections 312, 355, 406, 407, 442, 482, 601, 1003, 1004, 1030, and 1102	Nov. 1, 2013	Nov. 1, 2014
80323	Hot-Mix Asphalt – Mixture Design Verification and Production	Sections 406, 1030, and 1102	Nov. 1, 2013	Nov. 1, 2014
80348	Hot-Mix Asphalt – Prime Coat	Sections 403, 406, 407, 408, 1032, and 1102	Nov. 1, 2014	
80315	Insertion Lining of Culverts	Sections 543 and 1029	Jan. 1, 2013	Nov. 1, 2013
80351	Light Tower	Article 1069.08	Jan. 1, 2015	
80324	LRFD Pipe Culvert Burial Tables	Sections 542 and 1040	Nov. 1, 2013	April 1, 2015
80325	LRFD Storm Sewer Burial Tables	Sections 550 and 1040	Nov. 1, 2013	April 1, 2015
80337	Paved Shoulder Removal	Article 440.07	April 1, 2014	
80254	Pavement Patching	Article 701.17	Jan. 1, 2010	
80352	Pavement Striping - Symbols	Article 780.14	Jan. 1, 2015	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
Chk Sht #19	Pipe Underdrains	Section 601 and Articles 1003.01, 1003.04, 1004.05, 1040.06, and 1080.05	Sept. 9, 1987	Jan. 1, 2007
80343	Precast Concrete Handhole	Articles 814.02, 814.03, and 1042.17	Aug. 1, 2014	
80350	Retroreflective Sheeting for Highway Signs	Article 1091.03	Nov. 1, 2014	
80327	Reinforcement Bars	Section 508 and Articles 421.04, 442.06, 1006.10	Nov. 1, 2013	
80344	Rigid Metal Conduit	Article 1088.01	Aug. 1, 2014	
80354	Sidewalk, Corner, or Crosswalk Closure	Article 1106.02	Jan. 1, 2015	April 1, 2015
80301	Tracking the Use of Pesticides	Article 107.23	Aug. 1, 2012	
80356	Traffic Barrier Terminals Type 6 or 6B	Article 631.02	Jan. 1, 2015	
80345	Underpass Luminaire	Articles 821.06 and 1067.04	Aug. 1, 2014	April 1, 2015
80357	Urban Half Road Closure with Mountable Median	Articles 701.18, 701.19, and 701.20	Jan. 1, 2015	July 1, 2015
80346	Waterway Obstruction Warning Luminaire	Article 1067.07	Aug. 1, 2014	April 1, 2015

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



**COMPLETION DATE (VIA CALENDAR DAYS) (BDE)**

Effective: April 1, 2008

The Contractor shall complete all work on or before the completion date of this contract which will be based upon 45 calendar days.

The completion date will be determined by adding the specified number of calendar days to the date the Contractor begins work, or to the date ten days after execution of the contract, whichever is the earlier, unless a delayed start is granted by the Engineer.

80198

**CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)**

Effective: June 1, 2010

Revised: November 1, 2014

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 <sup>1/</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>2/</sup>	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/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.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

**ERRATA FOR THE 2016 STANDARD SPECIFICATIONS (BDE)**

Effective: April 1, 2016

- Page 84 Article 204.02. In the seventh line of the first paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 90 Article 205.06. In the first sentence of the third paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 91 Article 205.06. In the first sentence of the fourth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the second sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 91 Article 205.06. In the second line of the fifth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 91 Article 205.06. In the sixth line of the eighth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 148 Article 302.09. In the second sentence of the fifth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 99" to "Illinois Modified AASHTO T 99".
- Page 152 Article 310.09. In the second sentence of the second paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 99" to "Illinois Modified AASHTO T 99".
- Page 155 Article 311.05(a). In the first sentence of the fifth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the second sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 155 Article 311.05(a). In the second line of the sixth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 163 Article 351.05(a). In the second sentence of the fifth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the third sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 163 Article 351.05(a). In the second line of the sixth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 169 Article 352.11. In the second sentence of the fourth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 134 (Method B)" to "Illinois Modified AASHTO T 134 (Method B)".

Page 169 Article 352.12. In the first sentence of the first paragraph change "AASHTO T 22" to "Illinois Modified AASHTO T 22", and in the second sentence change "AASHTO T 134 (Method B)" to "Illinois Modified AASHTO T 134 (Method B)".

Page 196 Article 406.07(a). After the footnotes in Table 1 - Minimum Roller Requirements for HMA add the following:

"EQUIPMENT DEFINITION

- V<sub>s</sub> - Vibratory roller, static mode, minimum 125 lb/in. (2.2 kg/mm) of roller width. Maximum speed = 3 mph (5 km/h) or 264 ft/min (80 m/min). If the vibratory roller does not eliminate roller marks, its use shall be discontinued and a tandem roller, adequately ballasted to remove roller marks, shall be used.
- V<sub>D</sub> - Vibratory roller, dynamic mode, operated at a speed to produce not less than 10 impacts/ft (30 impacts/m).
- P - Pneumatic-tired roller, max. speed 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min). The pneumatic-tired roller shall have a minimum tire pressure of 80 psi (550 kPa) and shall be equipped with heat retention shields. The self-propelled pneumatic-tired roller shall develop a compression of not less than 300 lb (53 N) nor more than 500 lb (88 N) per in. (mm) of width of the tire tread in contact with the HMA surface.
- T<sub>B</sub> - Tandem roller for breakdown rolling, 8 to 12 tons (7 to 11 metric tons), 250 to 400 lb/in. (44 to 70 N/mm) of roller width, max. speed = 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min).
- T<sub>F</sub> - Tandem roller for final rolling, 200 to 400 lb/in. (35 to 70 N/mm) of roller width with minimum roller width of 50 in. (1.25 m). Ballast shall be increased if roller marks are not eliminated. Ballast shall be decreased if the mat shoves or distorts.
- 3W- Three wheel roller, max. speed = 3 mph (5 km/h) or 264 ft/min (80 m/min), 300 to 400 lb/in. (53 to 70 N/mm) of roller width. The three-wheel roller shall weigh 10 to 12 tons (9 to 11 metric tons)."

Page 331 Article 505.04(p). Under Range of Clearance in the first table change "in. x 10<sup>-6</sup>" to "in. x 10<sup>-3</sup>".

Page 444 Article 542.03. In the Notes in Table IIIB add "CPP Corrugated Polypropylene (CPP) pipe with smooth interior".

- Page 445 Article 542.03. In the fourth column in Table IIIB (metric) change the heading for Type 5 pipe from "CPE" to "CPP".
- Page 445 Article 542.03. In the Notes in Table IIIB (metric) change "PE Polyethylene (PE) pipe with a smooth interior" to "CPP Corrugated Polypropylene (CPP) pipe with smooth interior".
- Page 449 Article 542.04(f)(2). In the third line of the second paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 544 Article 639.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, Traffic Signals," to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 546 Article 640.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 548 Article 641.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaire and Traffic Signals," to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 621 Article 727.03. In the first sentence of the third paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 629 Article 734.03(a). In the fourth line of the second paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 649 Article 801.02. In the first sentence of the first paragraph change "AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 742 Article 1003.04(c). Under Gradation in the table change "(see Article 1003.02(c))" to "(see Article 1003.01(c))".
- Page 755 Article 1004.03(b). Revise the third sentence of the first paragraph to read "For Class A (seal or cover coat), and other binder courses, the coarse aggregate shall be Class C quality or better."

- Page 809 Article 1020.04(e). In the third line of the first paragraph change "ITP SCC-3" to "ITP SCC-4".
- Page 945 Article 1069.05. In the first sentence of the tenth paragraph change ""Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 961 Article 1070.04(b)(1). In the third sentence of the first paragraph change ""Standard Specifications of Structural Supports for Highway Signs, Luminaires and Traffic Signals" published by AASHTO" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 989 Article 1077.01. In the second sentence of the first paragraph change "Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, as published by AASHTO" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 1121 Article 1103.13(a). In the first line of the first paragraph change "Bridge Deck Approach Slabs." to "Bridge Deck and Approach Slabs.".

80364

**PROGRESS PAYMENTS (BDE)**

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

“(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”



**APPENDIX A**

PREVAILING WAGE RATES



## Du Page County Prevailing Wage for July 2015

(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		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500		
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720		
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400		
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030		
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630		
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480		
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770		
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.550	15.16	1.250	0.610		
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380		
ELECTRIC PWR EQMT OP		HWY		39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390		
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290		
ELECTRIC PWR GRNDMAN		HWY		30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300		
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450		
ELECTRIC PWR LINEMAN		HWY		46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470		
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300		
ELECTRIC PWR TRK DRV		HWY		31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310		
ELECTRICIAN		BLD		38.160	41.980	1.5	1.5	2.0	9.550	18.29	4.680	0.680		
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600		
FENCE ERECTOR	NE	ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300		
FENCE ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700		
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940		
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720		
IRON WORKER	E	ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350		
IRON WORKER	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700		
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500		
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630		
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000		
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620		
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780		
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500		
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500		
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630		
OPERATING ENGINEER		BLD 1		48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 2		46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 3		44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 4		42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 5		51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 6		49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		BLD 7		51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		FLT		36.000	36.000	1.5	1.5	2.0	17.10	11.80	1.900	1.250		
OPERATING ENGINEER		HWY 1		46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 2		45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 3		43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 4		42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 5		41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 6		49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
OPERATING ENGINEER		HWY 7		47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250		
ORNAMNTL IRON WORKER E		ALL		45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650		
ORNAMNTL IRON WORKER W		ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700		
PAINTER		ALL		41.730	43.730	1.5	1.5	1.5	10.30	8.200	0.000	1.350		
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000		
PILEDRIIVER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630		
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780		
PLASTERER		BLD		43.430	46.040	1.5	1.5	2.0	10.05	14.43	0.000	1.020		
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880		
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530		
SHEETMETAL WORKER		BLD		44.720	46.720	1.5	1.5	2.0	10.65	13.31	0.000	0.820		
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550		
STEEL ERECTOR	E	ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350		
STEEL ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700		
STONE MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030		
<del>SURVEY WORKER</del>			-->NOT IN EFFECT		ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER		BLD		38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720		

TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	ALL 1	35.920	36.120	1.5	1.5	2.0	8.280	8.760	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	42.620	43.620	1.5	1.5	2.0	10.05	13.34	0.000	0.670

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)  
 Pnsn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

### DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

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.

### 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.

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.

### 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 TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### 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; Tournapull; 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

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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 Turntrailers 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 Turntrailers 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.

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.

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.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

**APPENDIX B**

VILLAGE OF VILLA PARK BIDDER REQUIREMENTS ORDINANCE



**Ordinance No. 3733****AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS AMENDING THE REQUIREMENTS OF BIDDERS FOR CONSTRUCTION PROJECTS**

**WHEREAS**, the Village of Villa Park (the "*Village*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

**WHEREAS**, section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-2) allows the Village to require competitive bidding after advertising for bids in the manner prescribed by ordinance; and,

**WHEREAS**, the President and Board of Trustees desire to adopt purchasing procedures to provide for additional requirements of bidders for construction projects to have active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training and to have bidders show three similar projects they constructed within the last five years.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

**Section 1.** That Section 2-219 of the Villa Park Municipal Code, as amended, be and is hereby amended by placing the existing text as subsection A. and adding a new subsection B. to read as follows:

"B. A responsible bidder for the construction of public works projects shall meet and submit evidence of compliance with the following requirements:

- (1) All applicable laws prerequisite to doing business in the State of Illinois,
- (2) A federal employer tax identification number or social security number,
- (3) Provision of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions),
- (4) Certificates of insurance indicating the following coverage's: general liability, worker's compensation, completed operations, automobile, hazardous occupation and product liability
- (5) Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act,
- (6) The bidder and all bidder's sub-contractors must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for each of the trades of work contemplated under the proposed contract,
- (7) All contractors and sub-contractors are required to file certified payrolls as specified in Illinois Public Act 94-0515, and follow all provisions of the Employee Classification Act (820 ILCS 185/1 et seq.), and

(8) All bidders must provide three (3) projects of a similar nature constructed in the immediate past five (5) years with the name, address and telephone number of the contact person having knowledge of the project along with three (3) references (name, address, and telephone number) with knowledge of the integrity and business practices of the bidder.”

**Section 2.** This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.


Passed this 11 day of February, 2013.

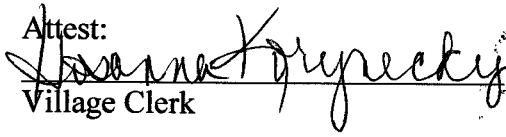
AYES: ALL

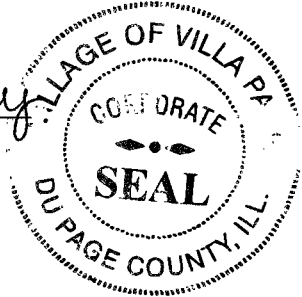
NAYS: Aiello Bulthuis

ABSENT: \_\_\_\_\_

Approved this 11 day of February, 2013.

  
Village President

Attest:  
  
Village Clerk



Published in pamphlet form:  
2-11, 2013

**APPENDIX C**

IRMA CONTRACTUAL INSURANCE GUIDELINES



## IRMA CONTRACTUAL INSURANCE GUIDELINES

### I. INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

#### **CG2037 - Completed Operations – (Exhibit C)**

**Required if box is checked**  ; and

- B. Owners and Contractors Protective Liability (OCP) policy with the member as insured

**Required if box is checked**  ; and

- C. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

- D. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

**Coverage required for employee exposure to lead, if box is checked**

- E. Builder Risk Property Coverage with member as loss payee

**Required if box is checked** .

- F. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

**Required if box is checked** .

#### MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following, **if required under above scope**:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the member. At the option of the member, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

### **OTHER INSURANCE PROVISIONS**

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

#### **A. General Liability and Automobile Liability Coverages**

1. The member, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the member, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the member, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the member, its officials, employees, agents and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess

or umbrella liability policy that does not “follow form,” then the Contractor shall be required to name the member, its officials, employees, agents and volunteers as additional insureds.

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by member. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers’ Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

**B. Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the member, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

1. NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers’ compensation coverage applies under contractor’s coverage rather than member’s if the member is borrowing, leasing or in day to day control of contractors employee.

**Required if box is checked .**

**C. Professional Liability (Required if box is checked )**

1. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
  - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
  - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

**D. All Coverages**

Each insurance policy required shall have the member expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

### **VERIFICATION OF COVERAGE**

Contractor shall furnish the member with certificates of insurance naming the member, its officials, employees, agents and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the member before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.

### **SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### **ASSUMPTION OF LIABILITY**

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

## **II. INDEMNITY/HOLD HARMLESS PROVISION**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the member, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the member, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the member, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the member, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

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 member, its

officials, employees and agents as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the member, may be retained by the member to protect itself 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 member.

### III. **SAFETY/LOSS PREVENTION**

#### **Safety/Loss Prevention Program Requirements**

- Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.
- Evidence of completed employee safety training can be provided.

#### **Regulatory Requirements**

- Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p style="font-size: 48px; opacity: 0.3; transform: rotate(-45deg);">SAMPLE</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT

C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p style="font-size: 48px; opacity: 0.3; transform: rotate(-45deg);">SAMPLE</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

