

**Local Public Agency
Formal Contract**

PROPOSAL SUBMITTED BY		
Builders Paving, LLC		
Contractor's Name		
4413 Roosevelt Rd, Ste. #108		
Street		P.O. Box
Hillside	IL	60162
City	State	Zip Code

STATE OF ILLINOIS

COUNTY DUPAGE
VILLA PARK
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
STREET NAME OR ROUTE HARVARD AVENUE
SECTION NO. N/A
TYPES OF FUNDS CDBG/LOCAL

SPECIFICATIONS (required)

PLANS (required)

CONTRACT BOND (when required)

County DUPAGE
Local Public Agency VILLA PARK
Section Number N/A
Route HARVARD AVENUE

1. THIS AGREEMENT, made and concluded the 31st day of March, 2021
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
Builders Paving, LLC 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 Harvard Avenue, in the Village of Villa Park, approved by the Illinois Department of Transportation on N/A, are essential documents of this contract and are a part hereof.
Date

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

Attest:
[Signature] Clerk
(Seal)



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

(If a Corporation)
Corporate Name Builders Paving, LLC
By [Signature]
VICE President Party of the Second Part

Attest:
[Signature]
Secretary

(If a Co-Partnership)
Partners doing Business under the firm name of
Party of the Second Part
(If an individual)
Party of the Second Part

Route HARVARD AVENUE
County DUPAGE
Local Agency VILLA PARK
Section N/A

Bond No. 9373467

We, Builders Paving, LLC

4413 Roosevelt Road, Suite 108, Hillside, IL 60162

a/an) Individual Co-partnership Corporation organized under the laws of the State of Illinois,

as PRINCIPAL, and Fidelity and Deposit Company of Maryland

300 South Riverside Plaza, Ste. 2100, Chicago, IL 60606 as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

One Million Forty Eight Thousand and 00/100 Dollars (\$1,048,000.00), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 19th day of March A.D. 2021

PRINCIPAL

Builders Paving, LLC (Company Name)
By: [Signature] v.p. (Signature & Title)
Attest: Sherry Ferree, Secretary (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, Rebecca J Grammas, a Notary Public in and for said county, do hereby certify that

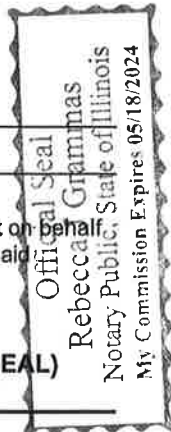
Steve Salinas + Sherry Ferreebee,
(Insert names of individuals signing on behalf or PRINCIPAL)

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 19th day of March A.D. 2021

My commission expires 5/18/2024 [Signature] Notary Public

(SEAL)



SURETY

Fidelity and Deposit Company of Maryland (Name of Surety)

By: Kelly A. Gardner (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF DuPage

(SEAL)

I, Diane M. Rubright, a Notary Public in and for said county, do hereby certify that Kelly A. Gardner

(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 19th day of March

My commission expires March 23, 2023

[Signature] Diane M. Rubright Notary Public



Approved this 31st day of March, A.D. 2021

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



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kelly A. GARDNER, Stephen T. KAZMER, Jennifer J. MCCOMB, James I. MOORE, Dawn L. MORGAN, Melissa SCHMIDT, Tariese M. PISCIOFFO, Kevin J. SCANLON, Diane M. RUBRIGHT and Sherry BACSKAI, all of Downers Grove, ILLINOIS, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of January, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 24th day of January, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of March, 2021.



Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Midwest West 1411 Opus Place, Suite 450 Downers Grove IL 60515	CONTACT NAME: PHONE (A/C, No, Ext): 630-468-5600	FAX (A/C, No):
	E-MAIL ADDRESS: CSUConstruction@hubinternational.com	
INSURED Builders Paving, LLC 4413 Roosevelt Road Hillside IL 60162	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: Travelers Property Casualty Company of America	NAIC # 25674
	INSURER C: Great American Insurance Company	NAIC # 16691
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 913475937

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		GLO 4281634-01	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 4281635-01	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-41N29544-21-NF TUE 3474879 01	3/1/2021 3/1/2021	3/1/2022 3/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Each Occ/Agg (5X5) \$ \$5MM/\$5MM
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 4281632-01	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 9021004 - Harvard Avenue Improvements (CDBG) Jefferson Park to Plymouth DuPage County, IL
 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, DuPage County, and Christopher B. Burke Engineering, Ltd. are included as additional insureds under General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.
 The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction.

CERTIFICATE HOLDER**CANCELLATION**

Village Of Villa Park
 20 South Ardmore Ave
 Villa Park IL 60181

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ZURICH[®]

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4281634

Effective Date:

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



VILLAGE OF VILLA PARK

CONTRACT DOCUMENTS

FOR

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET**

NOVEMBER 13, 2020

PREPARED BY

CHRISTOPHER B. BURKE ENGINEERING, LTD.

NOTE: FEDERAL LABOR STANDARDS, PREVAILING WAGE RATES, AND SECTION 3 REGULATIONS WILL APPLY TO THIS PROJECT.

MINORITIES AND WOMEN OWNED BUSINESSES (MBE/WBE) ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT.

**ADVERTISEMENT FOR BIDS
VILLAGE OF VILLA PARK
FRIDAY, NOVEMBER 13, 2020**

PROJECT: HARVARD AVENUE IMPROVEMENTS (JEFFERSON PARK TO PLYMOUTH STREET)

This project consists of installing approximately 1,800 linear feet of 8" water main, including fire hydrants, valves and water services. The project also includes pavement removal, aggregate base course, Hot-Mix Asphalt Binder Course, Hot-Mix Asphalt Surface Course, curb and gutter installation, sidewalk removal and replacement, driveway pavement removal and replacement, adjusting sanitary services, storm sewer removal and replacement and parkway restoration.

BID DEADLINE: TUESDAY, DECEMBER 15, 2020, 11:00 A.M. LOCAL TIME

The Village reserves the right to extend the Bid Deadline from this date and time to accept Bids submitted after the Bid Deadline, as the Village, in its sole discretion, determines is in the best interest of the Village.

NOTICE: Separate proposals for the **HARVARD AVENUE IMPROVEMENTS (JEFFERSON PARK TO PLYMOUTH STREET)** will be received electronically by the Village of Villa Park, Illinois, at the website www.questcdn.com (**QuestCDN #7279465**), until the Bid Deadline. Immediately thereafter, the proposals will be read aloud via Zoom. Notwithstanding the foregoing, the Village reserves the right to defer, postpone, delay, or reschedule the Bid Opening for such time and to such date as the Village, in its sole discretion, determines is in the best interest of the Village. The Bid Opening Zoom Meeting can be accessed using the information below:

<https://zoom.us/j/95294817752?pwd=M0MyUIFLVmtYz04rVjdIVE1kamFqdz09>

Meeting ID: 952 9481 7752

Passcode: 210713

Proposals shall be submitted in accordance with the Bidding Documents prepared by Christopher B. Burke Engineering, Ltd., 9575 W. Higgins Road, Rosemont, IL 60018.

Minority and Women Owned Businesses (MBE/WBE) are encouraged to submit bids on this project. Federal Labor Standards, Prevailing Wage Rates, and Section 3 regulations apply to this Project.

BIDDER QUALIFICATIONS: Bidders, in submitting a Bid, shall comply with all applicable Federal, State and Local laws and requirements; shall provide documentation of that compliance in accordance with the requirements of the Contract Documents or as requested by the Village; and, in submitting a Bid, Bidders affirm that they are qualified under all applicable laws and requirements to do so, and agree to be bound by the determination of the Village as to Bidder's compliance and qualifications.

MANDATORY PRE-BID MEETING: A mandatory pre-bid meeting for contractors interested will be held on December 8, 2020 at 11:00 a.m. via Zoom. Village and Consulting engineering staff will be on hand to answer questions regarding interpretations of the project plans and specifications and discuss project scheduling. If required, a project addendum will be prepared based upon questions raised by the bidding community and distributed to all attendees for inclusion within their respective bids. It will be the Village's decision whether bids are opened from Contractors that do not attend the mandatory pre-bid meeting. The mandatory pre-bid Zoom meeting can accessed using the information below:

<https://zoom.us/j/99168088044?pwd=dmxVbXZJcyt2UDlid1Eyb0wwdW5iZz09>

Meeting ID: 991 6808 8044

Passcode: 348526

BID SECURITY: Bid security in the amount of not less than five percent (5%) of the Bid shall accompany each Bid in accordance with the Bidding Documents.

CONTRACT SECURITY: The Bidder to whom a Contract is awarded shall be required to furnish both a Performance Bond and a Payment Bond acceptable to the Village for one-hundred percent (100%) of the Contract Price, in accordance with the requirements of the Contract Documents.

RIGHTS RESERVED: The Village will select the lowest, most responsible bidder. The Village reserves the right to reject any and all Bids, to waive any informalities or technicalities in bidding, and to accept the Bid which best serves the interests of the Village. The Village shall, in its sole discretion, determine what does or does not constitute an informality or technicality, and, in submitting a Bid, Bidder agrees to be bound by that determination.

The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request. The Village reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

WAGE RATES: All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

This project is partially paid for with Federal grant funding through the Community Development Block Grant Program. Davis-Bacon Wage Decisions also apply and are only superseded in instances by and where Illinois Prevailing Wages exceeds Davis-Bacon in wage, fringe benefits, and/or trade stipulations (requirements). If this project does not start within 90 days of award, the wage determinations shall be replaced with the most current decisions.

NON-DISCRIMINATION CLAUSE: All contracts between the Subgrantee and the Contractor and all subcontracts thereafter must include the following non-discrimination clause: “Employers shall not discriminate against employees or applicants for employment on basis of race, color, religion, sex, national origin, age, familial status, or disability.”

CONTRACT DOCUMENTS: The Bidding Documents can be obtained through QuestCDN via the CBEL website at www.cbhel.com/bidding-info or at www.questcdn.com under Login using **QuestCDN #7279465** for a \$30 nonrefundable fee. A QuestCDN login will be required for each planholder. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading digital product information. Due to COVID-19, a hard copy of the documents will not be on file for inspection at the office of the Village of Villa Park Public Works Department. However, a “Not for Bid” PDF version of the documents will be available on the project page on the Village’s website. These versions are for informational purposes only and may not be used for the preparation or submittal of a bid. All bid submissions shall be submitted electronically at www.questcdn.com.

PUBLISHED BY AUTHORITY OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS.

BY: Michael Guerra, PE
Public Works Director

Local Public Agency
Formal Contract
Proposal

PROPOSAL SUBMITTED BY		
Budders Paving, LLC		
Contractor's Name		
4413 Roosevelt Rd. Ste. 108		
Street	P.O. Box	
WAlsDe IL	60162	
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. HARVARD AVENUE

SECTION NO. N/A

TYPES OF FUNDS CDBG/LOCAL

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.

NOTICE TO BIDDERS

County DUPAGE
Local Public Agency VILLA PARK
Section Number N/A
Route HARVARD AVENUE

Sealed proposals for the improvement described below will be received at the office of ELECTRONICALLY VIA
WWW.QUESTCDN.COM - QUESTCDN #7417121 until 11:00 AM on December 15, 2020

Sealed proposals will be opened and read publicly at the office of ONLINE VIA ZOOM MEETING
ZOOM MEETING INFO LOCATED IN BID DOCUMENTS at 11:00 AM on December 15, 2020

DESCRIPTION OF WORK

Name HARVARD AVENUE IMPROVEMENT PROJECT Length: 1610.00 feet (0.31 miles)
Location HARVARD AVENUE FROM JEFFERSON PARK TO PLYMOUTH STREET
Proposed Improvement WATER MAIN REPLACEMENT, PAVEMENT RECONSTRUCTION, CURB & GUTTER
INSTALLATION, SIDEWALK R&R, DRIVEWAY R&R, PAVEMENT PATCHING, AND PARKWAY RESTORATION.

1. Plans and proposal forms will be available in the office of ELECTRONICALLY AT WWW.CBBEL.COM/BIDDING-INFO
OR WWW.QUESTCDN.COM - QUESTCDN #7417121
FOR A \$30 NON-REFUNDABLE FEE VIA QUESTCDN

- 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 HARVARD AVENUE

1. Proposal of Bulders Paving LLC
4413 Roosevelt Rd. Ste 108, Harwood IL 60142
 for the improvement of the above section by the construction of WATER MAIN REPLACEMENT,
PAVEMENT RECONSTRUCTION, CURB AND GUTTER INSTALLATION, SIDEWALK R&R, DRIVEWAY R&R,
SANITARY SERVICE ADJUSTMENTS, PAVEMENT PATCHING AND PARKWAY RESTORATION.

a total distance of 1610.00 feet, of which a distance of 1610.00 feet, (0.310 miles) are to be improved.

- 2. The plans for the proposed work are those prepared by CHRISTOPHER B. BURKE ENGINEERING, LTD and approved by the Department of Transportation on N/A
- 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 85 calendar days or by --- 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 VILLA PARK
 The amount of the check is 5% OF BID AMOUNT (In the form of Bid Bond).

- 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.
- 13. The undersigned is aware that Federal Labor Standards, Prevailing Wage Rates, and Section 3 Regulations apply to all work performed on this contract. It is the Contractor's responsibility to comply with these requirements and to assure compliance by his/her Subcontractors and/or any lower tier Subcontractors required by this contract.

SCHEDULE OF PRICES

County DUPAGE
 Local Public Agency VILLA PARK
 Section N/A
 Route HARVARD AVENUE

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements	\$1,048,000.00
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Item No.	Items	Unit	Quantity	Unit Price	Total
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	30	30.00	900.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	60	31.00	1860.00
3	TREE TRUNK PROTECTION	EACH	31	80.00	2480.00
4	TREE ROOT PRUNING	EACH	16	50.00	800.00
5	EARTH EXCAVATION	CU YD	664	35.00	23,240.00
6	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	296	30.00	8880.00
7	POROUS GRANULAR EMBANKMENT	CU YD	296	35.00	10,360.00
8	TRENCH BACKFILL	CU YD	1605	38.00	60,990.00
9	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	3462	1.25	4327.50
10	SUPPLEMENTAL WATERING	UNIT	105	0.01	1.05
11	INLET FILTERS	EACH	9	200.00	1800.00
12	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	3475	6.50	22,587.50
13	BITUMINOUS MATERIALS (TACK COAT)	POUND	821	1.00	821.00
14	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	818	80.00	65,440.00
15	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	409	88.00	35,992.00
16	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	244	54.00	13,176.00

Bidder's Proposal for making Entire Improvements \$1,048,000.00

Item No.	Items	Unit	Quantity	Unit Price	Total
17	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	64	72.00	4608.00
18	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3944	5.00	19,720.00
19	DETECTABLE WARNINGS	SQ FT	220	25.00	5500.00
20	PAVEMENT REMOVAL	SQ YD	3842	7.00	26,894.00
21	DRIVEWAY PAVEMENT REMOVAL	SQ YD	663	17.00	11,271.00
22	COMBINATION CURB AND GUTTER REMOVAL	FOOT	180	4.00	720.00
23	SIDEWALK REMOVAL	SQ FT	4114	1.25	5142.50
24	DUCTILE IRON WATER MAIN 4"	FOOT	26	85.00	2210.00
25	DUCTILE IRON WATER MAIN 6"	FOOT	160	78.00	12,480.00
26	DUCTILE IRON WATER MAIN 8"	FOOT	1709	88.00	150,392.00
27	DUCTILE IRON WATER MAIN 10"	FOOT	86	115.00	9890.00
28	WATER VALVES 4"	EACH	1	950.00	950.00
29	WATER VALVES 6"	EACH	1	1275.00	1275.00
30	WATER VALVES 8"	EACH	5	1750.00	8750.00
31	WATER VALVES 10"	EACH	2	2400.00	4800.00
32	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	100	50.00	5000.00
33	FIRE HYDRANTS TO BE REMOVED	EACH	2	900.00	1800.00
34	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	7	6400.00	44800.00
35	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1	3600.00	3600.00
36	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	EACH	1	2200.00	2200.00
37	CATCH BASINS, TYPE C, TYPE 11 FRAME AND GRATE	EACH	1	2400.00	2400.00
38	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	4200.00	12,600.00
39	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	38,000.00	38,000.00
40	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	2	1900.00	3800.00
41	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	7	3000.00	21,000.00
42	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	3800.00	7600.00

Bidder's Proposal for making Entire Improvements	\$1,048,000.00
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Item No.	Items	Unit	Quantity	Unit Price	Total
43	FRAMES AND GRATES, TYPE 11	EACH	4	750.00	3000.00
44	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	2248	22.00	49,456.00
45	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.12	FOOT	126	22.00	2772.00
46	NON-SPECIAL WASTE DISPOSAL	CU YD	25	95.00	2375.00
47	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	450	3.60	1620.00
48	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	130	7.25	942.50
49	VALVE VAULTS TO BE ABANDONED	EACH	2	400.00	800.00
50	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	28	85.00	2380.00
51	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	1	300.00	300.00
52	TEMPORARY ACCESS (ROAD)	EACH	6	200.00	1200.00
53	WATER MAIN LINE STOP 4"	EACH	2	4800.00	9600.00
54	WATER MAIN LINE STOP 6"	EACH	1	5250.00	5250.00
55	WATER MAIN LINE STOP 10"	EACH	2	7800.00	15,600.00
56	SANITARY MANHOLES TO BE ADJUSTED	EACH	4	750.00	3000.00
57	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	40,138.65	40,138.65
58	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	6	350.00	2100.00
59	DRAINAGE STRUCTURE TO BE REMOVED	EACH	3	300.00	900.00
60	CLASS D PATCHES, SPECIAL, 6"	SQ YD	659	45.00	29,655.00
61	CONSTRUCTION LAYOUT	LSUM	1	15,000.00	15,000.00
62	CONTINGENCY ALLOWANCE	DOLLARS	25000	\$1.00	\$25,000.00
63	DUCTILE IRON WATER MAIN IN STEEL CASING PIPE 10"	FOOT	32	125.00	4000.00
64	EXPLORATION TRENCH, SPECIAL	FOOT	50	20.00	1000.00
65	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	423	38.00	16,074.00
66	PARKWAY RESTORATION - SODDING, SALT TOLERANT	SQ YD	2313	13.10	30,300.30
67	PRE-CONSTRUCTION VIDEO RECORDING	LSUM	1	450.00	450.00
68	PROJECT SIGN	LSUM	1	1000.00	1000.00

Bidder's Proposal for making Entire Improvements \$1,048,000.00

Item No.	Items	Unit	Quantity	Unit Price	Total
69	SANITARY SERVICE CONNECTION	EACH	4	1500.00	6000.00
70	SANITARY SERVICE REPLACEMENT	FOOT	130	48.00	6240.00
71	SANITARY SEWER SERVICE COMBINATION CLEANOUT CHECK VALVE	EACH	4	1400.00	5600.00
72	SANITARY SEWER, WATER MAIN QUALITY, 8"	FOOT	21	85.00	1785.00
73	SHUTDOWN WATER MAIN CONNECTION	EACH	7	1800.00	12,600.00
74	STEEL CASING PIPE 20" (OPEN CUT)	FOOT	32	75.00	2400.00
75	STORM SEWERS, CLASS B (PVC), 6"	FOOT	21	48.00	1008.00
76	STORM SEWERS, RUBBER GASKET, CLASS A (RCP), 12"	FOOT	298	52.00	15,496.00
77	TREE PRUNING	EACH	16	25.00	400.00
78	TREES	EACH	1	500.00	500.00
79	VALVE BOXES TO BE ABANDONED	EACH	4	125.00	500.00
80	WATER SERVICE CONNECTION (LONG), 1"	EACH	19	2100.00	39,900.00
81	WATER SERVICE CONNECTION (SHORT), 1"	EACH	17	1800.00	30,600.00
82	WATER USAGE CREDIT	TGAL	100	\$8.85	\$885.00
83	WATER USAGE DEDUCTION	TGAL	100	(\$8.85)	(\$885.00)
END OF SCHEDULE OF PRICES				TOTAL =	\$1,048,000.00

NOTE: THE DUPAGE COUNTY COMMUNITY DEVELOPMENT COMMISSION (CDC) CONDITIONS FEDERAL GRANT BID MANUAL LANGUAGE AND STATEMENTS MUST BE COMPLETED BY THE CONTRACTOR AND RETURNED WITH THE BID PROPOSAL.

CONTRACTOR CERTIFICATIONS

County	<u>DUPAGE</u>
Local Public Agency	<u>VILLA PARK</u>
Section Number	<u>N/A</u>
Route	<u>HARVARD AVENUE</u>

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

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

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

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

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

SIGNATURES

County DUPAGE
 Local Public Agency VILLA PARK
 Section Number N/A
 Route HARVARD AVENUE

(If an individual)

Signature of Bidder _____

Business Address _____

~~(If a partnership)~~

Limited Liability Company

Firm Name Bulders Paving, LLC

Signed By *[Signature]*

Business Address 4413 Roosevelt Rd, Ste. 108

Hinsdale, IL 60162

Inset Names and Addressed of All Partners



SKE JG, LLC

4413 Roosevelt Rd.

Hinsdale, IL 60162

(If a corporation)

Corporate Name _____

Signed By _____

President

Business Address _____

Inset Names of Officers



President _____

Secretary _____

Treasurer _____

Attest: _____

Secretary

Local Agency Proposal Bid Bond

Route HARVARD AVENUE

County DUPAGE

Local Agency VILLA PARK

Section N/A

RETURN WITH BID

PAPER BID BOND

WE Builders Paving, LLC 4413 Roosevelt Road, Suite 108, Hillside, IL 60162 as PRINCIPAL, and Fidelity and Deposit Company of Maryland 300 South Riverside Plaza, Ste. 2100, Chicago, IL 60606 as SURETY.

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 8% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 15th day of December, 2020

Builders Paving, LLC (Company Name) By: [Signature] v.p. (Signature and Title) Principal

Fidelity and Deposit Company of Maryland (Name of Surety) By: James I. Moore (Signature and Title) Surety



STATE OF Illinois COUNTY OF DuPage I, Alexandra Sartori, a Notary Public in and for said county, do hereby certify that and James I. Moore (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 15th day of December, 2020

My commission expires July 5, 2024 [Signature] (Notary Public)



ELECTRONIC BID [] 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

Bond Number Bid Bond

Obligee Villa Park

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint James I. Moore, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

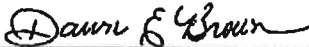
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Robert D. Murray
Vice President



By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of December, 2020.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Sealed Bid Projects (All Construction AND >\$150,000 Projects)

**DUPAGE COUNTY COMMUNITY
DEVELOPMENT COMMISSION (CDC) CONDITIONS
FEDERAL GRANT BID MANUAL LANGUAGE AND STATEMENTS**

Please read these conditions carefully and sign the acknowledgement on next page. Note that conditions listed below supersede any other conditions listed elsewhere in the manual. All these conditions apply to any labor providing contractors and any lower level subcontractors.

I. Labor Standards Notice *(also to be listed on the Front Cover)*

**FEDERAL LABOR STANDARDS AND DAVIS-BACON PREVAILING WAGE RATES
WILL APPLY TO THIS PROJECT.**

** Please refer to the Federal Requirements included in the Bid Manual for additional information on federal labor standards and Davis-Bacon prevailing wage requirements.*

II. Bid Security Statement

All bid proposals must be accompanied by a Bid bond, certified check, or bank cashier's check payable to the owner for five percent (5%) of the amount of the bid.

III. Performance and Payment Bond Statement

The successful bidder for the project will be required to enter into Performance and Payment bonds equal to 100% of the bid with approved sureties, which shall be conditioned upon the proper and faithful performance by the contractor of the work specified in accordance with the contract documents.

IV. Brand Name Only Statement

Neither owner nor contractor shall limit materials to only brand-name products. Non-brand name materials of equal specification do qualify and are acceptable.

V. Cost Plus Statement

Cost-plus a percentage of cost and percentage of construction cost methods are prohibited from use on this project in any form or condition.

VI. Change Order Statement

Should change orders be necessary, CDC staff must receive copies and explanation of necessity for review. All change orders must be approved by CDC staff prior to work being completed. Should change orders be necessary and they exceed the bonded amount, bonds must be increased to match the new contract total.

VII. Federal Wage Determination Statement

This project is paid for in part with Federal grant funds through the Community Development Block Grant Program. Davis-Bacon Wage Decisions apply and are included in this packet. Davis-Bacon wages are

Sealed Bid Projects (All Construction AND >\$150,000 Projects)

superseded only in instances, by and where Illinois Prevailing Wage exceeds Davis-Bacon in wage, fringe benefits, and/or trade stipulations (monetary and/or non-monetary requirements). Should this project not start within 90 days of award, the wage determinations shall be replaced with the most current decision.

VIII. Non-Discrimination Statement

Employers shall not discriminate, directly or indirectly, against employees or applicants for employment on the basis of race, color, religion, sex, national origin, age, familial status, or disability.

IX. WBE/MBE Encouragement Statement *(also to be listed on the Front Cover)*

Minority and Women Owned Business Enterprises (MBE/WBE) are encouraged to submit bids on this Project.

X. Debarment Statement – SAM Certificate

The successful bidder for the project must clear a contractor debarment search on the System for Award Management (SAM) to be eligible to receive Federal grant funds. Chosen contractor will not be debarred and shall be registered with the System of Award Management (www.sam.gov).

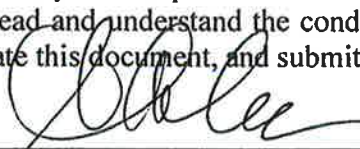
XI. Insurance Requirement

Contractor must furnish a Certificate of Insurance and provide policy endorsements evidencing specific coverage amounts. Such coverage shall be placed with a responsible company licensed to do business in the State of Illinois with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide.

XII. Signature Statement

The undersigned is aware that Federal Labor Standards and Davis-Bacon Prevailing Wage Rates apply to all work performed under this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and any lower tier subcontractors providing labor for said project.

DuPage County Community Development Commission wishes an acknowledgement from the bidder that they have read and understand the conditions listed above. Please sign below, print your company name, date this document, and submit it with the complete bid package.

Signature: 

Company Name: Budders Paving, LLC

Date: 12/10/20

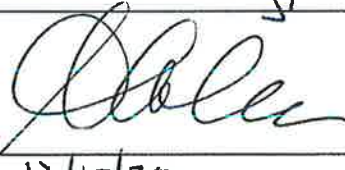
RETURN WITH BID

CONFLICT OF INTEREST DISCLOSURE

Please initial each true and applicable statement:

SS	1. The undersigned understands that this project is being funded with Federal dollars under the Community Development Block Grant (CDBG) Program, HOME Investment Partnership Program (HOME) or Emergency Solutions Grant through DuPage County.
Please select one of the following designations:	
	2. The undersigned has made application to be the owner, developer, or sponsor of a project funded with HOME.
SS	3. The undersigned desires to participate as a contractor or subcontractor under a construction project funded with CDBG or HOME.
	4. The undersigned has made application to be a subrecipient of DuPage County funding under CDBG, HOME, or ESG.
	5. The undersigned is an employee of an outside agency that will be working with a subrecipient receiving CDBG or HOME funding for a project.
	6. I am a participant in a DuPage County funded homebuyer or home rehabilitation program.
Please select one of the following statements:	
SS	7. The undersigned hereby certifies that he/she or (if other than an individual) any owners, employees, agents, consultants, officers, or elected or appointed officials (including members of its board of directors) <u>do(es) not have</u> any business or family tie to any current or former employee, agent, consultant, officer, or elected or appointed official of DuPage County. Such a tie includes the following relationships and in-laws of such relationships (whether by blood, marriage or adoption): spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and no such tie has existed during the past twelve months. All these categories of persons and relations are considered to be "covered persons" under Federal conflict of interest regulations.
	8. The undersigned <u>does have</u> a business or family tie to a current or former (within the last twelve months) employee, agent, consultant, officer, or elected or appointed official of DuPage County. Please note that DuPage County will need to review such business or family tie to determine if it constitutes a conflict of interest under applicable Federal regulations prior to entering into any agreement with you. Please list each such business or family tie:
If you selected #2 above (owner or developer of a project funded with HOME).	
	9. The undersigned understands that no owner, developer, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed

	official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability.
Please select one of the following statements:	
	10. The undersigned is an individual or sole proprietor and am signing this on behalf of myself.
	11. The undersigned is a partnership and the signature below represents the statement of the partnership and all general and limited partners, individually, and collectively all covered persons associated with the partnership.
SS	12. The undersigned is a corporation and the signature below is that of a duly authorized corporate officer and represents the statement of each and all covered persons associated with the corporation.

Printed Name:	Steven Salmas
Title (if applicable):	Vice President
Name of organization (if applicable):	Builders Parry, LLC
Signature:	
Date:	12/10/20

Printed Name:	
Title (if applicable):	
Name of organization (if applicable):	
Signature:	
Date:	

Apprenticeship or Training Program Certification

Return with Bid

Route HARVARD AVENUE
County DUPAGE
Local Agency VILLA PARK
Section N/A

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:

Blank lines for listing deliver and install groups.

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:

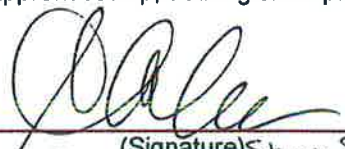
- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
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.

Operating Engineers Local 150
Laborers District of Chicago + Vicinity

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: Builders Pauny, LLC
Address: 4413 Roosevelt Rd. Ste. 108
Halside, IL 60162

By: 
(Signature) Steven Selness
Title: Vice President

RETURN WITH BID

Affidavit of Illinois Business Office

County DUPAGE
Local Public Agency VILLA PARK
Section Number N/A
Route HARVARD AVENUE

State of Illinois)
County of Cook) ss.

I, Steven Salmas of Holtzde, IL
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the Vice President of Bulders Paving, LLC
officer or position bidder
 2. That I have personal knowledge of the facts herein stated.
 3. That, if selected under this proposal, Bulders Paving, LLC, will maintain a
(bidder)
- 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]
(Signature)
Steven Salmas - V.P.
(Print Name of Affiant)

This instrument was acknowledged before me on 10th day of December, 2020.



[Signature]
(Signature of Notary Public)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	19001	19002	19043	None	None	
Contract With	KDOT	Judlau Contracting, Inc	Village of Lincolnshire			
Estimated Completion Date	9/27/2019	9/30/2020	6/30/2020			
Total Contract Price	3,794,649.65	1,562,927.10	975,425.47			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,192,238.35		551,075.23			1,743,313.58
Uncompleted Dollar Value if Firm is the Subcontractor		792,786.17				792,786.17
						2,536,099.75

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

					Accumulated Totals	
Earthwork	68,588.50		13,500.00		82,088.50	
Portland Cement Concrete Paving					0.00	
HMA Plant Mix					0.00	
HMA Paving	382,265.94	780,722.20	212,932.80		1,375,920.94	
Clean & Seal Cracks/Joints					0.00	
Aggregate Bases & Surfaces	44,107.86		21,510.00		65,617.86	
Highway, R.R. and Waterway Structures					0.00	
Drainage					0.00	
Electrical					0.00	
Cover and Seal Coats					0.00	
Concrete Construction					0.00	
Landscaping					0.00	
Fencing					0.00	
Guardrail					0.00	
Painting					0.00	
Signing					0.00	
Cold Milling, Planning & Rotomilling	59,707.25		29,365.90		89,073.15	
Demolition					0.00	
Pavement Markings (Paint)					0.00	
Other Construction	637,568.80	12,063.97	24,629.70		674,262.47	
					0.00	
					0.00	
Totals	1,192,238.35	792,786.17	301,938.40	0.00	0.00	2,286,962.92

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part II. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor	19001-ABI	19001-Superior	19043-Alpha	19043-Suburban	None
Type of Work	Concrete	Striping	Soil Analysis	Concrete	
Subcontract Price	129,555.59	3,575.68	2,000.00	102,260.60	
Amount Uncompleted	0.00	0.00	2,000.00	58,906.50	
Subcontractor	19001-Dland	19001-TCP	19043-Briggs	19043-Slettner Group	
Type of Work	Concrete	Traffic Control	Paving	Layout	
Subcontract Price	21,979.00	38,343.51	130,800.00	4,250.00	
Amount Uncompleted	0.00	0.00	130,800.00	2,125.00	
Subcontractor	19001-Galaxy		19043-DeVinci		
Type of Work	Site Utilities		Site Utilities		
Subcontract Price	28,500.00		83,067.00		
Amount Uncompleted	0.00		32,941.00		
Subcontractor	19001-Hawk		19043-JE Landworks		
Type of Work	Electrical		Landscaping		
Subcontract Price	50,595.19		18,809.07		
Amount Uncompleted	0.00		11,671.08		
Subcontractor	19001-JE Landworks		19043-Nalisco		
Type of Work	Landscaping		Traffic Control		
Subcontract Price	30,970.43		8,177.50		
Amount Uncompleted	0.00		3,927.25		
Subcontractor	19001-ProTack		19043-Perez Tree Service		
Type of Work	Joint Sealant		Tree Removal		
Subcontract Price	16,744.02		4,000.00		
Amount Uncompleted	0.00		4,000.00		
Subcontractor	19001-Steve Piper		19043-Roadway Lines		
Type of Work	Tree Removal		Striping		
Subcontract Price	4,900.00		2,766.00		
Amount Uncompleted	0.00		2,766.00		
Total Uncompleted	0.00	0.00	188,105.33	61,031.50	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 10th day of December 2020


Notary Public

My commission expires: 5/18/2024

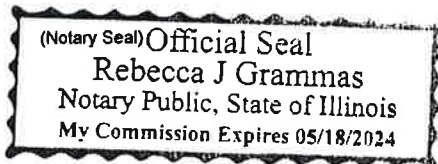
Type or Print Name Steven Salinas Vice President
Officer or Director Title

Signed 

Company Builders Paving, LLC

Address 4413 Roosevelt Road, Suite 108

Hillside, IL 60162





Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending
Contract Number	19049	20001	20002	20003	None
Contract With	Reliable & Associates	IDOT-62H47	Berger Excavating	Village of Montgomery	
Estimated Completion Date	10/2/2020	10/31/20+5WD	105 WD	10/30/2020	
Total Contract Price	1,262,362.00	5,648,000.00	457,588.00	3,168,000.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		3,286,621.61		744,205.36	5,774,140.55
Uncompleted Dollar Value if Firm is the Subcontractor	587,542.43		457,588.00		1,837,916.60
					7,612,057.15

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

					Accumulated Totals
Earthwork		49,259.00		23,154.25	154,501.75
Portland Cement Concrete Paving					0.00
HMA Plant Mix					0.00
HMA Paving	260,312.38	1,491,717.26	235,675.00	228,069.08	3,591,694.66
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces			4,207.50	39,769.68	109,595.04
Highway,R.R. and Waterway Structures					0.00
Drainage					0.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction					0.00
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Signing					0.00
Cold Milling, Planning & Rotomilling	32,846.00	358,619.19	35,455.00	45,593.25	561,586.59
Demolition					0.00
Pavement Markings (Paint)					0.00
Other Construction	294,384.05	708,210.61	182,250.50	122,023.04	1,981,130.67
					0.00
					0.00
Totals	587,542.43	2,607,806.06	457,588.00	458,609.30	0.00
					6,398,508.71

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part II. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor	None	20001-A-K Underground, Inc	20001-ProTack, LLC	20003-Corrective Asphalt Materials	20003-Superior Road Striping, Inc.
Type of Work		Strom Sewer Cleaning	Joint Sealant	Pavement Rejuvenator	Striping
Subcontract Price		37,000.00	155,665.00	139,566.70	13,853.47
Amount Uncompleted		37,000.00	155,665.00	6,924.19	2,643.99
Subcontractor		20001-D2K Traffic Equipment & Design, LLC	20001-Quality Saw & Seal, Inc.	20003-Galaxy Underground, Inc.	20003-Traffic Control & Protection, Inc.
Type of Work		Striping / Traffic Control	Rumble Strips	Sewer Adjustments	Traffic Control
Subcontract Price		198,884.20	3,753.09	82,790.00	33,788.40
Amount Uncompleted		177,243.45	3,753.09	32,275.00	2,672.15
Subcontractor		20001-Hawk Enterprises	20001-Sincere Landscaping, Inc.	20003-J & S Construction Sewer And Water, Inc.	
Type of Work		Electrical	Landscaping	Storm Sewer	
Subcontract Price		162,305.00	19,929.24	149,605.00	
Amount Uncompleted		110,659.00	19,929.24	88,784.00	
Subcontractor		20001-Homer Tree Service, Inc		20003-James L. Lord, Inc.	
Type of Work		Tree Removal		James L. Lord, Inc.	
Subcontract Price		15,354.00		12,250.00	
Amount Uncompleted		15,354.00		5,840.00	
Subcontractor		20001-Humir Construction, Inc.		20003-Patriot Pavement Maintenance, Inc.	
Type of Work		Concrete / Site Utilities		Crackfilling	
Subcontract Price		486,828.25		54,052.96	
Amount Uncompleted		129,058.27		3,796.85	
Subcontractor		20001-Integrity Environmental Services, Inc.		20003-Reliable Landscaping, LLC	
Type of Work		Waste Disposal		Landscaping	
Subcontract Price		20,450.00		36,753.00	
Amount Uncompleted		17,500.00		20,754.44	
Subcontractor		20001-Millennia Professional Services		20003-Suburban Concrete, Inc.	
Type of Work		Layout		Concrete	
Subcontract Price		23,707.00		544,312.10	
Amount Uncompleted		12,653.50		121,905.44	
Total Uncompleted	0.00	499,468.22	179,347.33	280,279.92	5,316.14

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me


this 10th day of December 2020


Notary Public

My commission expires: 5/18/2024



Type or Print Name Steven Salinas Vice President
Officer or Director Title

Signed 

Company Builders Paving, LLC

Address 4413 Roosevelt Road, Suite 108

Hillside, IL 60162



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Part I. Work Under Contract

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	1	2	3	4	Awards Pending
Contract Number	20004	20008	20009	20010	None
Contract With	Alston Construction Company, Inc.	IDOT-62J44	Capitol Cement Company, Inc.	City of Rolling Meadows	
Estimated Completion Date	8/30/2020	60 WD	125 WD	35 WD	
Total Contract Price	404,769.00	4,050,500.00	1,488,898.00	795,000.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		589,535.31		32,801.27	6,396,477.13
Uncompleted Dollar Value if Firm is the Subcontractor	404,769.00		1,420,253.58		3,662,939.18
					10,059,416.31

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

					Accumulated Totals
Earthwork		11,205.00		4,660.00	170,366.75
Portland Cement Concrete Paving					0.00
HMA Plant Mix	245,755.00				245,755.00
HMA Paving			888,666.00	12,455.28	4,492,815.94
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces	133,095.00			990.80	243,680.84
Highway, R.R. and Waterway Structures					0.00
Drainage					0.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction					0.00
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Signing					0.00
Cold Milling, Planning & Rotomilling	10,585.00	4,986.00	245,378.00		822,535.59
Demolition					0.00
Pavement Markings (Paint)					0.00
Other Construction	10,386.20	109,936.40	286,209.58	-9,267.63	2,378,395.22
					0.00
					0.00
Totals	399,821.20	126,127.40	1,420,253.58	8,838.45	0.00
					8,353,549.34

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Part II. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor	20004-DeMarr	20008-Alpha Environmental, Inc.	20008 Sumit Construction Co., Inc.	20010-Not Let	None
Type of Work	Striping	Waste Disposal	Concrete	Site Utilities	
Subcontract Price	4,947.80	19,950.00	110,897.00	121,890.90	
Amount Uncompleted	4,947.80	17,450.00	4,449.00	0.00	
Subcontractor		20008-Beverly Environmental Landscape	20008--The Stettner Group	20010-Not Let	
Type of Work		Landscaping	Layout	Landscaping	
Subcontract Price		13,202.00	3,495.00	18,714.24	
Amount Uncompleted		11,649.20	3,495.00	4,226.57	
Subcontractor		20008-D2K Traffic Equipment & Design, LLC	20008-Visu-Sewer Of Illinois, LLC	20010-Not Let	
Type of Work		Striping / Traffic Control	Storm Sewer Cleaning	Striping	
Subcontract Price		246,720.42	132,823.75	4,965.50	
Amount Uncompleted		220,112.42	116,702.75	4,965.50	
Subcontractor		20008-Galaxy Underground, Inc.		20010-Not Let	
Type of Work		Site Utilities		Traffic Control	
Subcontract Price		198,090.00		20,066.75	
Amount Uncompleted		21,230.00		14,770.75	
Subcontractor		20008-Hawk Enterprises Inc.		20010-Not Let	
Type of Work		Electrical		Concrete	
Subcontract Price		129,096.70		250,756.23	
Amount Uncompleted		28,554.40		0.00	
Subcontractor		200008-James L. Lord, Inc.		20010-Not Let	
Type of Work		Erosion Control		Layout	
Subcontract Price		5,270.00		3,495.00	
Amount Uncompleted		5,270.00		0.00	
Subcontractor		20008-ProTrack, LLC			
Type of Work		Joint Sealant			
Subcontract Price		130,950.56			
Amount Uncompleted		34,495.14			
Total Uncompleted	4,947.80	338,761.16	124,646.75	23,962.82	0.00

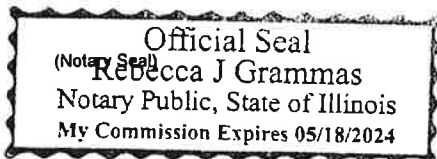
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Notary Public

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Officer or Director Title

Signed 

Company Builders Paving, LLC
Address 4413 Roosevelt Road, Suite 108
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Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 12/15/2020
(Letting date)

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	1	2	3	4	Awards Pending	
Contract Number	20011	20013	20016	20017	None	
Contract With	City of Rolling Meadows	Village of Skokie	Kendall County Highway Department	Village Of Arlington Heights		
Estimated Completion Date	45 WD	9/4/2020	10/17/2020	8/14/2020		
Total Contract Price	621,888.00	4,254,180.00	314,890.00	2,898,000.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	392,064.69	2,045,575.57	314,890.00	83,741.40		9,232,748.79
Uncompleted Dollar Value if Firm is the Subcontractor						3,662,939.18
						12,895,687.97

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						Accumulated Totals
Earthwork	15,600.00	10,604.00				196,570.75
Portland Cement Concrete Paving						0.00
HMA Plant Mix						245,755.00
HMA Paving	163,385.00	761,651.98	128,000.00			5,545,852.92
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	10,020.00	5,210.00		1,487.40		260,398.24
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	52,500.00	178,135.20	42,299.00	5,385.00		1,100,854.79
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)	73,877.40	68,895.84	38,415.00	-83,668.72		2,475,914.74
						0.00
						0.00
Totals	315,382.40	1,024,497.02	208,714.00	-76,796.32	0.00	9,825,346.44

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	1	2	3	4	5
Subcontractor	20011-Bedrock	20013-DeVinci	20016-Kreative Scapes	20017- DeMarr	None
Type of Work	Soil Stabilization	Site Utilities	Concrete	Striping	
Subcontract Price	50,475.00	539,620.00	83,970.00	1,873.25	
Amount Uncompleted	50,475.00	251,781.00	83,970.00	1,873.25	
Subcontractor	20011-DeMarr	20013-Maintenance Coatings	20016-Nafisco	20017-Galaxy	
Type of Work	Striping	Striping	Traffic Control	Site Utilities	
Subcontract Price	3,686.10	7,765.80	5,331.00	171,055.00	
Amount Uncompleted	3,686.10	7,765.80	5,331.00	35,490.00	
Subcontractor	20011-DeVinci	20013-RAI	20016-Reliable	20017-RGL	
Type of Work	Site Utilities	Concrete	Landscaping	Landscaping	
Subcontract Price	67,395.00	1,739,086.70	16,875.00	111,405.60	
Amount Uncompleted	746.00	582,079.50	16,875.00	111,405.60	
Subcontractor	20011-Lampignano	20013-RGL		20017-Suburban Concrete	
Type of Work	Concrete	Landscaping		Concrete	
Subcontract Price	158,182.50	185,452.00		807,078.48	
Amount Uncompleted	2,047.69	172,952.00			
Subcontractor	20011-Reliable	20013-TCP		20017-Stetner	
Type of Work	Landscaping	Traffic Control		Layout	
Subcontract Price	9,823.50	26,001.00		26,895.51	
Amount Uncompleted	9,823.50	6,500.25			
Subcontractor	20011-Stetner			20017-TCP	
Type of Work	Layout			Traffic Control	
Subcontract Price	5,000.00			20,001.00	
Amount Uncompleted	0.00			2,000.00	
Subcontractor	20011-TCP			20017-Utilities Dynamics	
Type of Work	Traffic Control			Electrical	
Subcontract Price	13,092.00			9,768.87	
Amount Uncompleted	9,904.00			9,768.87	
Total Uncompleted	76,682.29	1,021,078.55	106,176.00	160,537.72	0.00

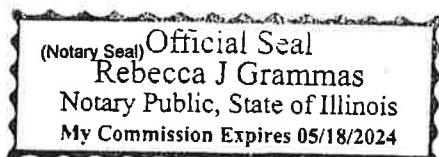
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Subscribed and sworn to before me


this 10th day of December 2020


Notary Public

My commission expires: 5/18/2024



Type or Print Name Steven Salinas Vice President
Office or Director Title

Signed 

Company Builders Paving, LLC

Address 4413 Roosevelt Road, Suite 108

Hillside, IL 60162



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	1	2	3	4	Awards Pending	
Contract Number	20018	20019	20020	20022	None	
Contract With	Village of Wheeling	The Village of South Elgin	The Village of South Elgin	Pan-Oceanic		
Estimated Completion Date	75 WD	36 WD	10 WD	10/16/2020		
Total Contract Price	1,535,285.00	1,595,888.00	255,612.16	458,375.40		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	78,854.78	768,141.24	52,885.31			10,132,630.12
Uncompleted Dollar Value if Firm is the Subcontractor				458,375.40		4,121,314.58
						14,253,944.70

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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	1	2	3	4	Awards Pending	Accumulated Totals
Earthwork	524.00	10,220.12	3,903.44			211,218.31
Portland Cement Concrete Paving						0.00
HMA Plant Mix						245,755.00
HMA Paving		507,188.30	9,827.80	223,750.00		6,286,619.02
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	1,000.00	36,647.98	6,041.63			304,087.85
						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling		58,691.95	0.00	57,000.00		1,216,546.74
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)	-24,453.44	14,799.94	4,097.72	177,625.40		2,647,984.36
						0.00
						0.00
Totals	-22,929.44	627,548.29	23,870.59	458,375.40	0.00	10,912,211.28

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Part II. Work Subcontracted to Others

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	1	2	3	4	5
Subcontractor	20018-Advanced Video	20018-TCP	20019-Alpha	20020-D'Land	None
Type of Work	Video Taping	Traffic Control	Waste Disposal	Concrete	
Subcontract Price	3,700.00	15,302.00	1,800.00	47,135.75	
Amount Uncompleted	0.00	0.00	1,800.00	10,512.62	
Subcontractor	20018-DeVinci		20018-D'Land	20020-Humir	
Type of Work	Site Utilities		Concrete	Site Utilities	
Subcontract Price	232,191.00		454,431.70	15,220.00	
Amount Uncompleted	56,984.50		45,629.35	9,970.00	
Subcontractor	20018-Kramer Tree		20018-Humir	20020-Maintenance	
Type of Work	Tree Removal		Site Utilities	Strioing	
Subcontract Price	1,896.00		92,830.00	2,466.00	
Amount Uncompleted	1,896.00		52,600.00	2,466.00	
Subcontractor	20018-Mackie Consultants		20019-Maintenance	20020-Reliable	
Type of Work	Layout		Strioing	Landscaping	
Subcontract Price	10,500.00		3,134.00	3,820.00	
Amount Uncompleted	0.00		3,134.00	385.00	
Subcontractor	20018-Precision		20019-Reliable	20020-Steve Piper	
Type of Work	Striping		Landscaping	Tree Removal	
Subcontract Price	5,989.00		29,417.50	215.00	
Amount Uncompleted			17,999.50	215.00	
Subcontractor	20018-RGL		20019-Steve Piper	20020-TCP	
Type of Work	Landscaping		Tree Removal	Traffic Control	
Subcontract Price	31,221.50		1,900.00	8,617.00	
Amount Uncompleted	30,838.66		1,900.00	5,466.10	
Subcontractor	20018-Schroeder		20019-TCP		
Type of Work	Concrete		Traffic Control		
Subcontract Price	537,640.25		35,171.00		
Amount Uncompleted	12,065.06		17,530.10		
Total Uncompleted	101,784.22	0.00	140,592.95	29,014.72	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

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[Signature]
Notary Public

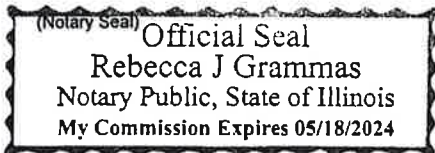
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Type or Print Name Steven Salinas Vice President
Officer or Director Title

Signed *[Signature]*

Company Builders Paving, LLC

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	1	2	3	4	Awards Pending	
Contract Number	20024	20025	20026	20027	None	
Contract With	Village Of Westchester	IDOT 62J94	Village of River Forest	County of Kane		
Estimated Completion Date	25WD	66 WD	8/31/2020	40 WD		
Total Contract Price	318,000.00	2,288,000.00	768,000.00	488,000.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	72,803.89	407,177.72	31,369.00	488,000.00		11,131,980.73
Uncompleted Dollar Value if Firm is the Subcontractor						4,121,314.58
						15,253,295.31

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						Accumulated Totals
Earthwork	7,622.10	2,356.00				221,196.41
Portland Cement Concrete Paving						0.00
HMA Plant Mix						245,755.00
HMA Paving	5,510.30	98,355.00	6,908.23	465,665.00		6,863,057.55
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	8,637.60					312,726.45
Highway,R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling		3,803.35		18,375.50		1,238,725.59
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)	27,113.96	163,940.89	1,491.71	3,959.50		2,844,490.42
						0.00
						0.00
Totals	48,883.96	268,455.24	8,399.94	488,000.00	0.00	11,725,950.42

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	1	2	3	4	5
Subcontractor	20024-DeMarr	20025-A-K	20025-JE Landworks	20026-Galaxy	None
Type of Work	Striping	Storm Sewer Cleaning	Landscaping	Site Utilities	
Subcontract Price	1,840.00	7,125.00	2,426.00	59,454.00	
Amount Uncompleted	549.12	950.00	66.00	2,255.00	
Subcontractor	20024-DiNatale	20025-ABI	20025-Mackie	20026-Reliable	
Type of Work	Concrete	Concrete	Layout	Landscaping	
Subcontract Price	73,755.00	93,920.00	2,500.00	19,503.00	
Amount Uncompleted	6,795.81	20,650.80	0.00	19,503.00	
Subcontractor	20024-JE Landworks	20025-Alpha	20025-Precision	20026-Schroeder	
Type of Work	Landscaping	Waste Disposal	Striping	Concrete	
Subcontract Price	13,709.00	11,550.00	138,200.40	184,927.82	
Amount Uncompleted	6,950.00	4,250.00	42,059.00	1,211.06	
Subcontractor	20014-John Nen	20025- Asphalt Stone Co	20025-Pro Tack	20026-Smith Maintenance	
Type of Work	Site Utilities	Rumble Strips	Joint Sealant	Traffic Control	
Subcontract Price	20,075.00	18,341.60	95,607.90	12,500.00	
Amount Uncompleted	9,625.00	8,498.56	0.00	0.00	
Subcontractor	20024-Smin Maintenance	20025-D2K			
Type of Work	Traffic Control	Traffic Control			
Subcontract Price	3,000.00	65,389.12			
Amount Uncompleted	0.00	46,491.12			
Subcontractor	20024-Steitner	20025-Galaxy			
Type of Work	Layout	Site Utilities			
Subcontract Price	2,995.00	28,975.00			
Amount Uncompleted	0.00	8,125.00			
Subcontractor		20025-H&H Electric			
Type of Work		Electrical			
Subcontract Price		23,264.00			
Amount Uncompleted		7,632.00			
Total Uncompleted	23,919.93	96,597.48	42,125.00	22,969.06	0.00

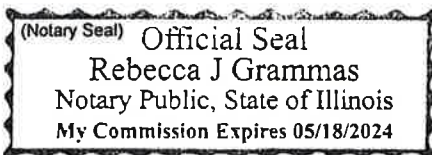
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Subscribed and sworn to before me

this 10th day of December 2020

Rebecca J Grammas
Notary Public

My commission expires: 5/18/2024



Type or Print Name Steven Salinas Vice President
Officer or Director Title

Signed *Steven Salinas*

Company Builders Paving, LLC

Address 4413 Roosevelt Road, Suite 108
Hillside, IL 60162

Bureau of Construction
 2300 South Dirksen Parkway/Room 322
 Springfield, Illinois 62764

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	1	2	3	4	Awards Pending	
Contract Number	20028	20032	20033	9020035	None	
Contract With	Village Of Arlington Heights	City of Batavia	Alston Construction	Judlau		
Estimated Completion Date	10/31/2020	10/30/2020	5/30/2021	12/1/2023		
Total Contract Price	3,043,667.50	1,450,000.00	1,260,187.00	6,369,945.34		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,118,125.80	1,450,000.00				13,700,106.53
Uncompleted Dollar Value if Firm is the Subcontractor			1,260,187.00	6,369,945.34		11,751,446.92
						25,451,553.45

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						221,196.41
Portland Cement Concrete Paving						0.00
HMA Plant Mix						245,755.00
HMA Paving	640,707.96	870,000.00	543,195.00	5,940,041.30		14,857,001.81
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			412,448.00			725,173.45
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	150,336.90	282,800.00		28,261.50		1,700,123.99
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)	-255,197.25	40,810.00	101,110.25	401,642.54		3,132,855.96
						0.00
						0.00
Totals	535,847.61	1,193,610.00	1,056,753.25	6,369,945.34	0.00	20,882,106.82

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part I. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor	20028-Galaxy	20032-Galaxy	20033-DeMarr	None	None
Type of Work	Site Utilities	Site Utilities	Striping		
Subcontract Price	132,900.00	20,750.00	9,940.00		
Amount Uncompleted	86,975.00	20,750.00	9,940.00		
Subcontractor	20028-Maintenance Coat	20032-NAFISCO	20033-DiGiogio		
Type of Work	Striping	Traffic Control	Concrete		
Subcontract Price	9,381.25	15,450.00	193,493.75		
Amount Uncompleted	5,819.75	15,450.00	193,493.75		
Subcontractor	20028-Reliable	20032-Reliable			
Type of Work	Landscaping	Landscaping			
Subcontract Price	19,075.00	8,500.00			
Amount Uncompleted	14,723.87	8,500.00			
Subcontractor	20028-Suburban Concrete	20032-Suburban			
Type of Work	Concrete	Concrete			
Subcontract Price	1,015,069.25	211,690.00			
Amount Uncompleted	462,297.07	211,690.00			
Subcontractor	20028-TCP				
Type of Work	Traffic Control				
Subcontract Price	27,175.00				
Amount Uncompleted	12,462.50				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	582,278.19	256,390.00	203,433.75	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 10th day of December 2020

Rebecca J Grammas
Notary Public

My commission expires: 5/18/2024



Type or Print Name Steven Salinas Vice President
Officer or Director Title

Signed *Steven Salinas*

Company Builders Paving, LLC

Address 4413 Roosevelt Road, Suite 108

Hillside, IL 60162



Illinois Department of Transportation
 Bureau of Construction
 2300 South Dirksen Parkway/Room 322
 Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 12/15/2020
 (Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	
Contract Number	20036	20038	20039	20041	None	
Contract With	Village of Hillside	Edward R Jones	Village of Broadview	Village of Somonauk		
Estimated Completion Date	11/25/2020	10/30/2020	11/20/2020	10/30/2020		
Total Contract Price	1,277,777.00	154,668.75	425,000.00	71,071.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,277,777.00		425,000.00	71,071.00		15,473,954.53
Uncompleted Dollar Value if Firm is the Subcontractor		154,668.75				11,906,115.67
						27,380,070.20

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork	2,445.00		500.00			224,141.41
Portland Cement Concrete Paving						0.00
HMA Plant Mix						245,755.00
HMA Paving	578,549.00	147,825.00	154,500.00	42,915.50		15,780,791.31
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	4,540.00	6,843.75		4,080.00		740,637.20
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	161,290.50		44,625.00	9,212.50		1,915,251.99
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)	157,201.12		29,979.50	14,863.00		3,334,899.58
						0.00
						0.00
Totals	904,025.62	154,668.75	229,604.50	71,071.00	0.00	22,241,476.49

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part II. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor	20036-Galaxy	None	20039-DaMarr	None	None
Type of Work	Site Utilities		Striping		
Subcontract Price	104,500.00		1,875.00		
Amount Uncompleted	104,500.00		1,875.00		
Subcontractor	20036-Mackie		20036-Galaxy		
Type of Work	Layout		Site Utilities		
Subcontract Price	5,000.00		67,691.00		
Amount Uncompleted	5,000.00		67,691.00		
Subcontractor	20036-Mark-It		20036-JE Landworks		
Type of Work	Striping		Landscape		
Subcontract Price	8,758.88		11,990.00		
Amount Uncompleted	8,758.88		11,990.00		
Subcontractor	20036-Reliabel		20039-Nafisco		
Type of Work	Landscape		Traffic Control		
Subcontract Price	21,992.50		6,060.00		
Amount Uncompleted	21,992.50		6,060.00		
Subcontractor	20036-Suburban		20036-Road Fabrics		
Type of Work	Concrete		Joint Sealant		
Subcontract Price	218,385.00		9,234.50		
Amount Uncompleted	218,385.00		9,234.50		
Subcontractor	20036-TCP		20036-Suburban		
Type of Work	Traffic Control		Concrete		
Subcontract Price	15,115.00		98,545.00		
Amount Uncompleted	15,115.00		98,545.00		
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	373,751.38	0.00	195,395.50	0.00	0.00

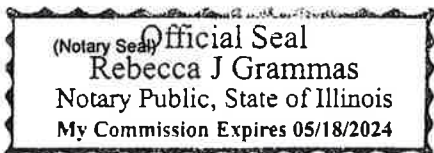
I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 10th day of December 2020

Rebecca J Grammas
Notary Public

My commission expires: 5/18/2024



Type or Print Name Steven Salinas Vice President
Officer or Director Title

Signed *Steven Salinas*

Company Builders Paving, LLC

Address 4413 Roosevelt Road, Suite 108
Hillside, IL 60162

Bureau of Construction
 2300 South Dirksen Parkway/Room 322
 Springfield, Illinois 62764

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	1	2	3	4	Awards Pending	
Contract Number	20042	None	None	None	None	
Contract With	MQ Construction Company					
Estimated Completion Date	11/30/2020					
Total Contract Price	82,180.00					Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						15,473,954.53
Uncompleted Dollar Value if Firm is the Subcontractor	82,180.00					11,988,295.67
						27,462,250.20

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork						224,141.41
Portland Cement Concrete Paving						0.00
HMA Plant Mix						245,755.00
HMA Paving	47,215.00					15,828,006.31
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						740,637.20
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling	22,605.00					1,937,856.99
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)	12,360.00					3,347,259.58
						0.00
						0.00
Totals	82,180.00	0.00	0.00	0.00	0.00	22,323,656.49

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	2	4	5
Subcontractor	None	None	None	None	None
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontract Price					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

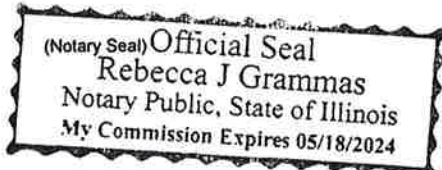
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Subscribed and sworn to before me

this 10th day of December 2020

[Signature]
Notary Public

My commission expires: 5/18/2024



Type or Print Name Steven Salinas Vice President
Officer or Director Title

Signed *[Signature]*

Company Builders Paving, LLC

Address 4413 Roosevelt Road, Suite 108

Hillside, IL 60162

ADDENDUM NO. 1

DATE: November 17, 2020

FROM: Village of Villa Park Public Works Department

TO: All Plan Holders

PROJECT: **Harvard Avenue Improvements (Jefferson Park to Plymouth Street)**

The Bidding Documents for the subject project are hereby amended as follows.

1. ADVERTISEMENT TO BIDDERS

- a. The QuestCDN project number has changed. The new project number is **QuestCDN #7417121**. All Contractors shall be listed as a plan holder for this project number to be eligible to bid on the project. The QuestCDN job number listed in the bid documents (QuestCDN #7279465) is no longer active. All plan holders as of November 17, 2020 will be reimbursed the \$30 fee from QuestCDN and will be required to obtain the plans from **QuestCDN #7417121**.
- b. Separate proposals for the **Harvard Avenue Improvements (Jefferson Park to Plymouth Street)** will be received electronically by the Village of Villa Park, Illinois, at the website www.questcdn.com (**QuestCDN #7417121**) until the bid deadline. The bid deadline of Tuesday, December 15, 2020 at 11:00 A.M. local time has not changed.

Nothing in this Addendum shall be construed as changing other requirements of the Bidding Documents. The attached Acknowledgement Form must be filled out and returned with your Bid.

END OF ADDENDUM NO. 1

RETURN WITH BID

**ADDENDUM NO. 1
ACKNOWLEDGMENT FORM**

I/We hereby acknowledge receipt of the following documents pertaining to **ADDENDUM No. 1** to the Bidding Documents for the Village of Villa Park's Harvard Avenue Improvements (Jefferson Park to Plymouth Street)

Name: STEVEN SALINAS

Title: VICE PRESIDENT

Company: BUILDERS PAVING, LLC

Signature: 

Date: 11/20/20

ADDENDUM NO. 2

DATE: December 4, 2020

FROM: Village of Villa Park Public Works Department

TO: All Plan Holders

PROJECT: **Harvard Avenue Improvements (Jefferson Park to Plymouth Street)**

The Bidding Documents for the subject project are hereby amended as follows.

CHANGE THE FOLLOWING ITEM(S) IN THE PLANS:**REPLACE:**

Replace sheet TYP-1 (sheet 4) with the attachment included with this addendum. A revision has been made to the Hot-Mix Asphalt Mixture Design Requirements table. HMA Binder Course for Class D Patches shall be N50 mix in accordance with the special provision for Class D Patches.

Nothing in this Addendum shall be construed as changing other requirements of the Bidding Documents or the Bid Opening Date. The attached Acknowledgement Form must be filled out and returned with your Bid.

END OF ADDENDUM NO. 2

**ADDENDUM NO. 2
ACKNOWLEDGMENT FORM**

I/We hereby acknowledge receipt of the following documents pertaining to **ADDENDUM No. 2** to the Bidding Documents for the Village of Villa Park's **Harvard Avenue Improvements (Jefferson Park to Plymouth Street)**

Name: Steven Salinas

Title: Vice President

Company: Builders Paving, LLC

Signature: 

Date: 12/7/20

ADDENDUM NO. 3

DATE: December 11, 2020

FROM: Village of Villa Park Public Works Department

TO: All Plan Holders

PROJECT: **Harvard Avenue Improvements (Jefferson Park to Plymouth Street)**

The Bidding Documents for the subject project are hereby amended as follows.

1. MANDATORY PRE-BID MEETING

- a. A mandatory Pre-Bid Meeting was held via Zoom on December 8, 2020 at 11:00 am. The meeting agenda and attendance list is attached for reference. Per the Bidding Documents, Contractor's not in attendance at the Pre-Bid Meeting will not be eligible to bid on this project unless otherwise approved by the Village.

2. MODIFICATIONS

- a. Section 108.01 of the Standard Specifications for Road and Bridge Construction shall be modified as follows:
 - i. Contractors shall not be required to complete work amounting to 50 percent or more of the overall contract cost of this project to be eligible to bid as the General Contractor.

3. CLARIFICATIONS

- a. Pay Item #10 Supplemental Watering shall be measured and paid for in accordance with Section 252 of the Standard Specifications.
- b. The Contractor will not be required to provide as-built drawings to the Village for this project.
- c. In accordance with Sections 351 and 1004.04 of the Standard Specifications, crushed concrete meeting the gradation requirements specified in the Standard Specifications and Special Provisions shall be allowed for use as AGGREGATE BASE COURSE, TYPE B. Crushed concrete shall be free of all debris and rebar. Gradation reports shall be provided by the Contractor and approved by the Engineer prior to use of material on site. The Engineer will have the right to reject any and all material furnished. At the Engineer's request, the Contractor shall perform

field testing to confirm the material meets the gradation, moisture and compaction requirements required by the contract. Any material field tests required by the Engineer shall be performed at the Contractor's sole expense.

Nothing in this Addendum shall be construed as changing other requirements of the Bidding Documents or the Bid Opening Date. The attached Acknowledgement Form must be filled out and returned with your Bid.

END OF ADDENDUM NO. 3

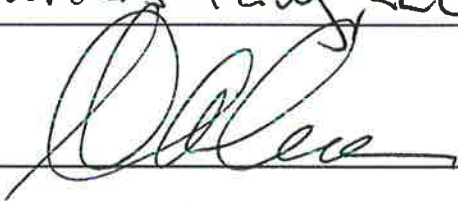
**ADDENDUM NO. 3
ACKNOWLEDGMENT FORM**

I/We hereby acknowledge receipt of the following documents pertaining to **ADDENDUM No. 3** to the Bidding Documents for the Village of Villa Park's **Harvard Avenue Improvements (Jefferson Park to Plymouth Street)**

Name: Steven Salmas

Title: Vice President

Company: Builders Pany LLC

Signature: 

Date: 12/11/2020

VILLAGE OF VILLA PARK
PUBLIC WORKS DEPARTMENT
11 West Home Avenue, Villa Park, Illinois 60181

December 8, 2020

AGENDA

11:00 A.M.

MANDATORY PRE-BID MEETING

FOR THE

Harvard Avenue Improvements (Jefferson Park to Plymouth)**1. Project Overview**

- a. This project consists of installing approximately 1,800 linear feet of 8" water main, including fire hydrants, valves and water services. The project also includes pavement removal, aggregate base course, Hot-Mix Asphalt Binder Course, Hot-Mix Asphalt Surface Course, curb and gutter installation, sidewalk removal and replacement, driveway pavement removal and replacement, adjusting sanitary services, storm sewer removal and replacement and parkway restoration.

2. Bidding Information

- a. Bid Deadline: Tuesday, December 15, 2020 - 11:00 A.M. CST
- b. Bid Security: 5% of the Bid

3. Contract Time

- a. Substantial Completion by 84 days after the Notice to Proceed is issued.
- b. Final Completion (Punchlist): 14 calendar days

4. Liquidated Damages

- a. In accordance with IDOT Standard Specifications for Road and Bridge Construction, Section 108.09

5. Contractor Pay Estimates

- a. Monthly

6. Grant Program Overview

- a. The Community Development Block Grant (CDBG) Program, which is provided by the U.S. Department of Housing and Urban Development and administered locally by the DuPage County Community Development Commission (CDC), will provide funding for the project.

7. Addenda

- a. To date there have been two addenda associated with this project:
 - i. Addenda #01:
 1. Quest CDN project number has changed from #7279465 to #7417121.
 2. Submittals will still be via Quest and opening via Zoom. Bid deadline has not changed.

PLEASE SEE REVERSE

- ii. Addenda #02
 - 1. Replace sheet TYP-1 with updated one included with the addendum. This is a revision to the HMA mixture design requirements.
- b. Both addenda are available on the project page on Quest and must have their acknowledgment forms submitted with the bid submittal.

VILLAGE OF VILLA PARK PUBLIC WORKS DEPARTMENT
Mandatory Pre-Bid Meeting Attendance Sheet
Harvard Avenue Improvements (Jefferson Park to Plymouth Street)

Tuesday, December 8, 2020 -- 11:00 AM

NAME	AFFILIATION	ADDRESS	TELEPHONE	E-MAIL
Michael Guerra	Village of Villa Park	11 W Home Ave, Villa Park, IL, 60181	(630) 834-8505	mguerra@invillapark.com
Kevin Mantels	Village of Villa Park	11 W Home Ave, Villa Park, IL, 60181	(630) 834-8505	kmantels@invillapark.com
Mike Todorovic	Village of Villa Park	11 W Home Ave, Villa Park, IL, 60181	(630) 834-8505	mtodorovic@invillapark.com
Jack Wyman	Village of Villa Park	11 W Home Ave, Villa Park, IL, 60181	(630) 834-8505	jwyman@invillapark.com
Alex Schaefer	Christopher B. Burke Engineering	16221 W. 159th Street, Suite 201, Lockport, IL 60441	(815) 770-2850	aschaefer@cobel.com
James Gardner	Martam Construction, Inc.	1200 Gasket Dr, Elgin, IL 60120	(847) 980-8557	james@martam.com
Chad Tira	Builders Paving, LLC	4413 Roosevelt Rd, Suite 108, Hillsdale, IL 60514	(847) 419-9000	ctira@builderspavingllc.com
Jon Karn	K-Five Construction	999 Oakmont Plaza Dr, Suite 200, Westmont, IL 60559	(630) 257-5600	estimating@k-five.net
Zac Pescetto	Pan-Oceanic Engineering Co., Inc.	6346 W. Higgins Ave, Chicago, IL 60656	(773) 601-8408	info@panoceanicing.com
Jim Gerardi	Gerardi Sewer & Water Co.	1785 Armitage Ct, Addison, IL 60101	(630) 519-5116	gerardisewer-water@sbcglobal.net
Anthony Rendina	Swallow Construction	4250 Lacey Rd, Downers Grove, IL 60515	(630) 512-9900	sandy@swallowconstruction.net
Eric Ruth	Alliance Contractors, Inc.	1166 Lake Ave, Woodstock, IL 60098	(815) 338-5900	eruth@alliancecontractors.com
Julie Heiderman	Chicagoland Paving Contractors, Inc.	225 Telser Rd, Lake Zurich, IL 60047	(847) 550-9681	office@chicagolandpaving.com
Jeff Moyer	A Lamp Concrete Contractors, Inc.	1900 Wright Blvd, Schaumburg, IL 60193	(847) 891-6000	jmoyer@almapconcrete.com
Brian Burke	H. Linden Sewer & Water, Inc.	722 E. South St, Unit D, Plano IL, 60545	(630) 552-9955	admin@hlindensons.com
Livia Nelson	Copenhaver Construction, Inc.	75 Koppie Dr, Gilberts, IL 60136	(847) 428-6696	livia@copenhaverconstruction.com
Nicholas Neri	John Neri Construction Co., Inc.	770 W. Factory Rd, Addison, IL 60101	(630) 629-8384	nneri@johnnericonstruction.com
Carmi Lullo	Maruo Sewer Construction, Inc.	1251 Redeker Rd, Des Plaines, IL 60016	(847) 803-2033	
Dave Miller	Acqua Contractors	551 S IL RTE 83, Unit R, Elmhurst, IL 60126	(630) 359-4648	
Glen Kirchen	Performance Construction and Engineering, LLC	217 W. John St, Plano, IL 60545	(630) 401-3581	gkirchenpce@gmail.com
Jon Chase	Suburban General Construction Inc.	1019 E. 31st St, La Grange Park, IL 60526	(708) 354-0544	subgen1@yahoo.com
Nick Lollino	Holiday Sewer & Water Construction, Inc.	1000 N. Rand Rd, Suite 116, Wauconda, IL 60084	(847) 526-3788	nick@holidayconstruction.com
Nick Testa	Patnick Construction	9760 Franklin Ave, #504, Franklin Park, IL 60152	(630) 350-8422	ntesta@patnickconstruction.com
Grace Foss	Schroeder Asphalt Services, Inc.	11022 S. Grant Hwy, Marengo, IL 60152	(815) 923-4380	grace@schroederasphalt.com
Mike Healy	R.W. Dunteman	600 S Lombard Rd, PO Box 1129, Addison, IL 60101	(630) 953-1500	mhealy@rwco.com
Gene Sullivan	Water Products Company	355 E. New York St, Aurora, IL, 60504	(630) 546-4213	gsullivan@waterproductscompany.com

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2020

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

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 4-1-16) (Revised 1-1-20)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
106 Control of Materials	1
107 Legal Regulations and Responsibility to Public	2
109 Measurement and Payment	3
205 Embankment	4
403 Bituminous Surface Treatment (Class A-1, A-2, A-3)	5
404 Micro-Surfacing and Slurry Sealing	6
405 Cape Seal	17
406 Hot-Mix Asphalt Binder and Surface Course	27
420 Portland Cement Concrete Pavement	28
424 Portland Cement Concrete Sidewalk	30
442 Pavement Patching	31
502 Excavation for Structures	32
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JEFFERSON PARK TO PLYMOUTH STREET
VILLAGE OF VILLA PARK**

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**HARVARD AVENUE IMPROVEMENTS
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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 January 1, 2020; 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", 8th Edition, 2020 (referred to hereinafter as the Water and Sewer Specifications). In case of conflict with any part or parts of said Specifications, these 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.

DEFINITIONS

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

LOCATION OF PROJECT

This project is located on Harvard Avenue from Jefferson Park to Plymouth Street and within the Jefferson Park Parking lot from Harvard Avenue to Yale Avenue in the Village of Villa Park.

DESCRIPTION OF PROJECT

This project consists of installing approximately 1,800 linear feet of 8" water main, including fire hydrants, valves and water services. The project also includes pavement removal, aggregate base course, Hot-Mix Asphalt Binder Course, Hot-Mix Asphalt Surface Course, curb and gutter installation, sidewalk removal and replacement, driveway pavement removal and replacement, adjusting sanitary services, storm sewer removal and replacement and parkway restoration.

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
VILLAGE OF VILLA PARK****GENERAL SPECIAL PROVISIONS****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.
- (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

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
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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.
- (l) Bidder shall be able to provide a list of Contracts defaulted.
- (m) Bidder shall be able to provide a statement indicating whether 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

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
VILLAGE OF VILLA PARK**

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 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

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
VILLAGE OF VILLA PARK****BID PRICE LIMITATIONS**

The bid price for TRAFFIC CONTROL AND PROTECTION shall not exceed 5 percent of the total bid price. If the bid price for TRAFFIC CONTROL AND PROTECTION exceeds 5 percent of the total bid price, the Village may reject the Bid.

The bid price for CONSTRUCTION LAYOUT shall not exceed 2 percent of the total bid price. If the bid price for CONSTRUCTION LAYOUT exceeds 2 percent of the total bid price, the Village may reject the Bid.

The bid price for PRE-CONSTRUCTION VIDEO RECORDING shall not exceed 1 percent of the total bid price. If the bid price for PRE-CONSTRUCTION VIDEO RECORDING exceeds 1 percent of the total bid price, the Village may reject the Bid.

Bidder, in submitting a Bid, certifies that the Bid is in compliance with these requirements. The Village's determination as to whether or not to reject a Bid that does not comply with these requirements will be final, and Bidder, in submitting a Bid, agrees to be bound by that determination.

BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids shall remain subject to acceptance by the Village for a period of 60 calendar days from the date of the bid opening. The Village may extend the acceptance period by up to an additional 60 calendar days upon written notice to all bidders by the Village. The Village may, in its sole discretion, release any bid and return the bid bond prior to the end of the acceptance period.

SUBCONTRACTORS

Add the following paragraph to the end of Article 108.01 of the Standard Specifications:

"The apparent low Bidder shall submit to the Village within 7 calendar days after the receipt of bids, a list of the names of Bidder's proposed subcontractors and material suppliers along with a description of the work to be performed or the materials to be supplied by each."

INSURANCE

Insurance and indemnification shall be in accordance with applicable sections of the Standard Specifications, and shall also be in accordance with the "IRMA Contractual Insurance Guidelines", incorporated herein as Appendix B. The Contractor shall name the Village of Villa Park, Christopher B. Burke Engineering, Ltd. and the County of

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
VILLAGE OF VILLA PARK**

DuPage, its officials, agents, employees and volunteers as additional insureds. 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.
- 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. The Village will make the final determination as to what constitutes a stricter requirement.

PERMITS

The Contractor shall be responsible for completing all work in accordance with provisions of the project permits. No person shall construct, install, or repair any items within the Village limits unless such person has first obtained or verified to have been obtained by the Village the following permits:

1. Water main construction permit from the Illinois Environmental Protection Agency.
2. An Illinois EPA NPDES ILR10 Permit.

The Village of Villa Park shall be responsible for obtaining the above permits. All costs associated with constructing the work in accordance with all permits shall be included in the cost of the overall contract. No additional compensation shall be made.

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.

MOBILIZATION

Mobilization shall be in accordance with Section 671 of the Standard Specifications, except as modified herein.

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
VILLAGE OF VILLA PARK**

Revise Article 671.02, Basis of Payment, to read:

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

PORTABLE TOILET

Contractor shall furnish a portable toilet meeting Federal, State and local health department requirements stocked with lavatory and sanitary supplies at all times. The portable toilet shall be provided at a location approved by the Engineer. The portable toilet shall be maintained in a clean and sanitary condition and shall be emptied as needed. This work will not be paid for separately but shall be included in the cost of the contract.

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:

- | | |
|------------------|----------------------------|
| New Year’s Day | Thanksgiving Day |
| Easter | <u>Thanksgiving Friday</u> |
| Memorial Day | <u>Christmas Eve</u> |
| Independence Day | Christmas Day |
| Labor Day | <u>New Year’s Eve</u> |

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
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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.”

OPERATION OF WATER DISTRIBUTION FACILITIES

Contractor shall not operate any water distribution facilities, including, but not limited to, valves or hydrants. If Contractor requires the operation of such facilities, Contractor shall provide a minimum of 48 hours notice to the Village and the Village will operate such facilities.

All water main installation, maintenance and related activities shall be completed in accordance with the Village of Villa Park Water Work Procedures, which can be found in Appendix F of this document.

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

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
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FINAL INSPECTION

Final inspection shall be in accordance with Article 105.13 of the Standard Specifications, except as modified herein.

Revise the second paragraph of Article 105.13, Final Inspection, to read:

“If the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall comply with such instructions within 14 calendar days of receipt of such instructions. The Contractor shall give the Engineer not less than 48 hours notice, in writing, prior to beginning any such corrective work. Upon completion of all corrective work, the Contractor shall give the Engineer notice in writing. Upon receipt of such notice, the Engineer will make another inspection which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Engineer will notify the Contractor in writing of the date of final inspection.”

MAINTENANCE WARRANTY

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 all work is in accordance with the contract and will not be defective. This warranty shall guarantee all work for a period of 1 year from the date of final inspection.

The Contractor shall furnish a warranty bond in an amount equal to 10 percent of the final contract amount, or \$75,000, whichever is greater, by a surety satisfactory to the Village to guarantee Contractor's warranty to repair defective work.

If, within the warranty period, the Village determines any work to be defective, a written notice of such deficiency will be sent to the Contractor by certified mail.

The Contractor shall, within 14 calendar days of receipt of the notice of deficiency, and without cost to the Village, correct or repair such defective work, or remove and replace the defective work in accordance with the contract requirements for the item or items in question.

If Contractor desires an extension of time to complete the corrective work, Contractor shall make such request in writing within 10 calendar days of receipt of the notice of deficiency. After the Contractor has filed a request for an extension of time, the Village will notify the Contractor, in writing, whether or not such extension will be approved.

Should the Contractor fail to complete the corrective work within the 14 calendar days or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount shown in the Schedule of Deductions for Each Day

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of Overrun in Contract Time, not as a penalty but as liquidated damages, for each day of overrun beyond the 14 calendar days or such extended time as may have been allowed.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the "Standard Specifications".

KEEPING ROADS OPEN TO TRAFFIC

All roads shall remain open to traffic unless otherwise shown on the contract plans. When necessary to close one lane because of construction, the Contractor shall maintain one-way traffic during construction hours with the use of signs and flaggers as shown on the Traffic Control Standards. Two lanes of traffic will be maintained during nights and weekends when no construction activities are being carried on. Any temporary stone required beyond the pay items provided in the contract shall be included in the cost of the contract.

RESPONSIBILITY FOR VANDALISM

The Contractor shall be responsible for the protection of all equipment and materials. Any equipment or materials which are stolen, missing, damaged or vandalized shall be the Contractor's responsibility to repair or replace as needed at no additional cost to the contract.

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 expense.

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
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USE OF FIRE HYDRANTS

Revise Article 107.18, Use of Fire Hydrants, 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 the Village, the Contractor shall make written application to the Village. If such application is approved by the Village, the 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.

Prior to obtaining water, Contractor shall make written application to the Village for temporary use of a hydrant meter. If the application for temporary use of a hydrant meter is approved, the Contractor shall provide a deposit of three-thousand dollars (\$3,000.00) to the Village for the temporary use of said hydrant meter, which deposit will be held by the Village until such time that the meter is returned to the Village by the Contractor in satisfactory condition. Contractor shall use said hydrant meter when obtaining water, and shall comply with all conditions for the use of said meter. Contractor shall return the hydrant meter to the Village within 24 hours of project completion and within 24 hours of any request by the Village that the hydrant meter be returned.

If Contractor makes application for temporary use of a hydrant meter and the application is not approved, Contractor shall make record of the quantity of water obtained, along with the date and time obtained, and shall report such information after each use to the Village of Villa Park Public Works Department, 11 West Home Avenue. If such use takes place outside of the normal working hours of the Public Works Department, Contractor shall report such information immediately upon the commencement of normal working hours.

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

If a water main break occurs and the Village determines that the water main break is a result of Contractor's use of a hydrant, the Village may require the Contractor to repair the water main break in accordance with all applicable construction standards and requirements and at no cost to the contract, or may repair the water main break by other means and invoice the Contractor for reimbursement of the Village's costs.

Water usage will be measured according to the Special Provisions WATER USAGE DEDUCTION and WATER USAGE CREDIT."

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
VILLAGE OF VILLA PARK****TRENCH BACKFILL AND PIPE BEDDING**

All trench backfill and pipe bedding materials furnished under this contract shall be virgin, non-recycled materials.

All trench backfill shall be crushed aggregate of CA-6 gradation. The aggregate material shall be placed in lifts not exceeding 12 in. in depth, loose measurement, and compacted by mechanical means to the satisfaction of the Engineer.

All pipes installed under this contract shall be placed on a bedding of crushed aggregate of CA-7 or CA-11 gradation having a minimum thickness of 4 in. The bedding shall be placed to a minimum of 12 in. above the top of the pipe and any fittings.

The cost of furnishing and installing pipe bedding materials will not be paid for separately but shall be included in the cost of items to which this work pertains.

EXCAVATION AND BACKFILLING OF DRAINAGE AND UTILITY STRUCTURES

Excavation, bedding and backfilling of drainage and utility structures which are constructed, reconstructed, or adjusted as a part of this contract will not be paid for separately but shall be included in the cost of the items to which this work pertains.

SALVAGE AND DISPOSAL OF EXISTING MATERIALS

Existing manufactured materials which are removed and are not to be reused, including, but not limited to, frames, grates, lids, castings, sign posts, sign panels, fire hydrants, valves, stops, and fittings, shall remain the property of the Village unless the Engineer waives this requirement as specified herein.

Existing manufactured materials which are removed and are not to be reused will be inspected by the Engineer. Materials which are determined by the Engineer to be in satisfactory condition shall remain the property of the Village and shall be delivered by the Contractor to the Village of Villa Park Public Works Department yard located at 51 South Ardmore Avenue in Villa Park. Delivery shall be made during the normal working hours of the Village of Villa Park Public Works Department and the Contractor shall coordinate the day, time, and other details of delivery with the Village.

Materials which are determined by the Engineer to be in unsatisfactory condition shall become the property of the Contractor and shall be removed from the site by the end of the workday and properly disposed of by the Contractor.

The delivery or disposal of materials will not be paid for separately but shall be included in the cost of all items that include removal of existing materials.

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
VILLAGE OF VILLA PARK****FRAMES, GRATES AND LIDS**

Frames, grates, lids and all other castings furnished under this contract shall be in accordance with Section 602 and Section 604 of the Standard Specifications, except as modified herein.

Castings shall conform to ASTM A48 Class 30. Castings shall be free of cracks, holes, swells, cold shuts, and patches. Castings shall not be coated or painted.

Frames, grates, lids and other castings shall be furnished in accordance with the following:

Type 1 frames and closed lids shall be Neenah R-1713 self-sealing or approved equal.

Type 1 frames and open lids shall be Neenah R-1713 or approved equal.

Type 11 frames and grates located in barrier curb and gutter shall be Neenah R-3281-A with curb box or approved equal.

Type 11 frames and grates located in depressed curb and gutter shall be Neenah R-3281-A with depressed curb grate or approved equal.

All other castings not specified above shall be as shown on the plans or as directed by the Engineer. If any of the castings specified are not compatible in the field due to frame height or other constraints, the Contractor shall propose an alternate casting to the Engineer for approval and shall furnish the alternate casting if approved.

Frames, grates, lids and other castings located within curb ramps or crosswalks shall be substituted with ADA compliant castings.

All closed lid castings furnished under this contract shall be self-sealing, gasketed, watertight, and shall have machined bearing surfaces and concealed pick holes. The top surface of all closed lids shall be embossed with the words "VILLAGE OF VILLA PARK". The top surface of closed lids shall also be embossed with the word "SANITARY", "STORM", or "WATER" as appropriate.

Enviro-curb logos on curb boxes for Type 11 frames and grates shall have the words "DUMP NO WASTE" and "DRAINS TO RIVER" or "DRAINS TO WATERWAY" cast into the top of all curb boxes.

This work will not be paid for separately but shall be included in the cost of all pay items that include the furnishing of frames, grates, lids, or other castings.

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
VILLAGE OF VILLA PARK****DATE OF MANUFACTURE**

All manufactured materials furnished under this contract, including, but not limited to, frames, grates, lids, castings, fire hydrants, pipe, drainage and utility structures, valves, stops, and fittings, shall have been manufactured no earlier than January 1 of the calendar year in which they are to be installed.

IRON AND STEEL MATERIALS

All iron and steel materials furnished under this contract shall be domestically manufactured or produced and fabricated in accordance with Article 106.01 of the Standard Specifications. The Contractor shall provide the necessary documentation to show that all steel for the project shall be manufactured in the U.S.A. and be less than one year old.

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.

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
VILLAGE OF VILLA PARK****ABANDON EXISTING WATER MAIN**

This work shall consist of the abandonment of portions of existing water main as shown on the plans and as directed by the Engineer to construct the proposed improvements.

Existing water main shall be abandoned only after all new water services have been transferred over to the new main and the new main is in operation.

Existing water main to be abandoned shall be drained of all water and shall be plugged at both ends with a minimum of two (2) feet of non-shrink concrete/mortar plugs to the satisfaction of the Engineer. Pumping access points shall be at the proposed excavation locations.

This work shall not be paid for separately, but shall be included in the cost of the proposed water main.

WATER MAIN REMOVAL

This work shall consist of the removal of existing water main that are in direct conflict with the proposed improvements. Existing water main that are to be taken out of operation but are not in conflict with the proposed improvements shall be abandoned as specified for ABANDON EXISTING WATER MAIN.

This work shall be completed in accordance with applicable portions of Section 551 of the Standard Specifications, except that the material shall not be salvaged, but shall be disposed according to Article 202.03 of the Standard Specifications. All diameters of water main to be removed will be covered under this item. This work shall also include any necessary sawcutting of the existing water main and the removal and disposal of valves, valves boxes, tees, and other appurtenances (excluding fire hydrants).

The ends of the existing water main shall be plugged as specified for ABANDON EXISTING WATER MAIN.

Trenches resulting from the removal of water main shall be backfilled in accordance with the applicable requirements of Article 550.07. Backfill of removal trenches (including Trench Backfill) shall be included in this item.

This work shall not be paid for separately, but shall be included in the cost of the proposed water main.

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
VILLAGE OF VILLA PARK****ABANDON EXISTING SEWERS**

This work shall consist of the abandonment of portions of sewers as shown on the plans and as directed by the Engineer to construct the proposed improvements.

Existing sewers to be abandoned shall be drained of all water and shall be plugged at both ends with a minimum of two (2) feet of non-shrink concrete/mortar plugs to the satisfaction of the Engineer. Pumping access points shall be at the proposed excavation locations.

This work shall not be paid for separately, but shall be included in the cost of the proposed storm sewer.

EXISTING SEWER REMOVAL

This work shall consist of the removal of existing sewers that are in direct conflict with the proposed improvements.

Existing sewers shall be removed only as directed by the Engineer. Excavated pipe material shall be disposed of by the Contractor in accordance with Article 202.03 of the Standard Specifications.

Trenches resulting from the removal of sewers shall be backfilled in accordance with the applicable requirements of Article 550.07. Backfill of removal trenches (including Trench Backfill) shall be included in this item.

This work shall not be paid for separately, but shall be included in the cost of the proposed items of work.

PLUGGING EXISTING MANHOLES AND PIPES

This work shall consist of plugging holes in manholes where sewer pipes have been removed or abandoned as shown on the plans and as determined by the Engineer. The holes shall be plugged with brick and non-shrink concrete mortar to the satisfaction of the Engineer. The non-shrink concrete mortar shall completely fill the holes and keep all water from entering the manhole. When sewers to be removed or abandoned tie directly into a pipe (including blind connections and services), the pipe shall be plugged with non-shrink concrete mortar to the satisfaction of the engineer. The pipe shall be water-tight, and the inside of the pipe shall be free of excess material that might restrict flow.

All labor, materials, and equipment necessary to complete the work as specified herein shall not be paid for separately, but shall be included in the bid price of the pay item requiring the pipe removal or abandonment.

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IEPA CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD)

All removal or excavation items being disposed of at an uncontaminated soil fill operation or Clean Construction and Demolition Debris (CCDD) fill site shall meet the requirements of Public Act 96-1416. All costs associated with meeting 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 tipping fees.

A copy of signed Illinois Environmental Protection Agency Form LPC 663 can be found in Appendix D, and associated reports can be accessed on the Village of Villa Park Public Works Website (www.invillapark.com/196/Public-Works-Department).

The CONTRACTOR is required to submit copies of all dump debris tickets to the ENGINEER.

SOIL BORINGS AND WASTE DISPOSAL REPORTS

Soil borings and waste disposal characterization were performed on Harvard Avenue by Testing Service Corporation. Summary reports of the pavement core, soil boring, and waste disposal characterization results can be found in Appendix E. The summary reports are for informational purposes only. Actual site conditions may vary.

PRICE QUOTATIONS AND CHANGE ORDERS

The CONTRACTOR will not be allowed a pre-established percentage rate for overhead and profit with any price quotation, whether initial or a change order. Cost-plus a percentage of cost and percentage of construction cost methods are prohibited from use on this project.

BRAND NAME POLICY

Neither the OWNER nor CONTRACTOR shall limit materials to only brand-name products. Non-brand name materials of equal specification do qualify and are acceptable.

WORK ADJACENT TO JEFFERSON PARK AND JEFFERSON MIDDLE SCHOOL

The Contractor shall be responsible for coordinating work adjacent to Jefferson Park and Jefferson Middle School with the Village Parks Department and School District and

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may be asked to adjust the work schedule around park/pool and school events. The Village will provide the Contractor with a Parks Department and School District event schedule at the pre-construction meeting. Jefferson Middle School will not be allowed to be without water service while school is in session.

MATERIAL AND EQUIPMENT STORAGE

The project site may have limited access and boundary constraints, all of which the Contractor accepts full responsibility. Any staging area(s) for materials, equipment, or other which are required by the Contractor shall be the responsibility of the Contractor.

If necessary, the Contractor shall enter into a separate contract with a private property owner which is outside the scope of this contract.

CONSTRUCTION NOTICES

It shall be the CONTRACTOR's responsibility to distribute all construction notifications. This work will not be measured for payment but shall be included in the total contract cost. The construction notices shall be reviewed and approved by the ENGINEER prior to being distributed. Notices shall be issued at the following stages:

	<u>Activity</u>	<u>Notice Period Required</u>
1.	Prior to driveway removal.	3 consecutive days prior
2.	Prior to water and sanitary service Interruption.	2 consecutive days prior
3.	Prior to pavement/curb removal.	2 consecutive days prior
4.	Prior to paving.	2 consecutive days prior

The CONTRACTOR will also be responsible for distributing and/or redistributing notices in case of any delays due to inclement weather or for any other reason for extended stoppages (i.e. strikes) in the construction schedule.

Notices shall be considered distributed when all affected residents have received notices as well as a copy delivered and/or emailed to Public Works. The copy to Public Works shall be delivered the same day it is distributed to the residents.

Should the CONTRACTOR fail to distribute or post notices per the request of the VILLAGE, the CONTRACTOR shall not be allowed to start work on the given task until proper notification has been provided. No additional contract time will be allowed for compliance with this requirement.

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PAY ITEM SPECIAL PROVISIONS

PAY ITEM #3 – TREE TRUNK PROTECTION

Description. All work shall be in accordance with the applicable portions of Section 201 of the Standard Specifications.

At locations directed by the ENGINEER, the CONTRACTOR shall provide two (2") inch by six (6") inch by eight (8') foot boards banded continuously around each trunk to adequately prevent scarring of trees as marked on the plans or designated by the ENGINEER.

For multi-stem trees, or trees under six (6") inches in diameter, temporary fencing (snow fence) at the drip line will serve as trunk protection.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per each for TREE TRUNK PROTECTION.

PAY ITEM #4 – TREE ROOT PRUNING

Description. This work shall consist of performing tree root pruning. This work shall be in accordance with Section 201 of the Standard Specifications, except as modified herein.

Fertilizer nutrients and supplemental watering will not be paid for separately, but shall be included in the cost of TREE ROOT PRUNING.

Method of Measurement. This work will be measured for payment as each per tree.

Basis of Payment. This work will be paid for at the contract unit price per each for TREE ROOT PRUNING.

PAY ITEM #8 – TRENCH BACKFILL

Description. The provisions of Section 208 of the "Standard Specifications for Road and Bridge Construction" shall be modified such that the material used for trench backfill shall be crushed limestone. The trench backfill shall be compacted only by Method 1, as defined in Article 550.07 of the Standard Specifications, except the material shall be deposited in uniform layers not exceeding 200 mm (8 in) thick (loose measure). Each layer shall be compacted by ramming or tamping with tools approved by the ENGINEER. Jetting of the trench will not be an acceptable method of compaction. Material used as trench backfill shall be virgin, non-recycled materials.

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Method of Measurement and Basis of Payment. This work shall be measured in place and paid for at the contract unit price per cubic yard for TRENCH BACKFILL.

PAY ITEM #11 – INLET FILTERS

Description. This work shall consist of installing, maintaining and cleaning inlet filters as shown on the plans or as directed by the Engineer. This work shall be in accordance with Section 280 of the Standard Specifications, except as modified herein.

Contractor shall inspect and clean all inlet filters weekly, after every rainfall, and additionally as needed. Maintenance and cleaning of inlet filters will not be paid for separately but shall be included in the cost of this work.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per each for INLET FILTERS.

PAY ITEM #13 – BITUMINOUS MATERIALS (TACK COAT)

Description. This work shall consist of the preparation and application of bituminous tack coat on concrete or HMA bases prior to HMA placement. This work shall be in accordance with Section 406 of the Standard Specifications, except as modified herein.

Bituminous tack coat shall be placed at least one hour in advance of the placement of HMA, but no more than 48 hours in advance of the placement of HMA. If Contractor places tack coat more than 48 hours in advance of the placement of HMA, the tack coat will not be measured for payment, and Contractor will place tack coat again in accordance with this provision. Tack coat shall not be placed on weekends or on holidays unless permitted by the Engineer. Tack coat shall not be placed before weekends or holidays when placement of HMA is not expected to take place until after the weekend or holiday, unless permitted by the Engineer.

Basis of Payment. This work will be paid for at the contract unit price per pound for BITUMINOUS MATERIALS (TACK COAT).

PAY ITEM #16 & 17 – PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT

Description. This work shall consist of placing Portland Cement Concrete driveway pavement on a compacted aggregate base course in accordance with Sections 351 and 423 of the Standard Specifications, and as specified herein.

Residential driveway installation shall include Portland Cement Concrete installed to a minimum thickness of 6-inches and the placement and compaction of 4-inches of

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Aggregate Base Course, Type B on a compacted subgrade. Commercial driveway installation shall include Portland Cement Concrete installed to a minimum thickness of 8-inches and the placement and compaction of 6-inches of Aggregate Base Course, Type B on a compacted subgrade. The installation of all Aggregate Base Course shall be included in the cost of this item.

If filling is required in the driveway subgrade, it shall consist of placing and compacting an approved granular material to the satisfactions of the ENGINEER. Any required filling shall be included in the cost of this item.

All framing shall be set to final grade of the pour. No angle irons will be allowed. No watering cans shall be allowed on site.

Any excavation required to widen driveways to meet Village Standards shall be included in the cost of this item.

The finish of the driveway shall match the driveway behind of the sidewalk. Where the finish behind the sidewalk is "california" or "letter box", the contractor shall match this finish on the new apron. It shall be the contractor's responsibility to verify the finish at each location. Installation of this finish shall be considered included in the cost of this item.

Method of Measurement and Basis of Payment. This work shall be measured in place and paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, thickness specified.

PAY ITEM #18 – PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH

Description. This work shall consist of placing Portland Cement Concrete sidewalk on a compacted subbase in accordance with Sections 311 and 424 of the Standard Specifications, and as specified herein.

Sidewalk installation shall include Portland Cement Concrete installed to a minimum thickness of 5-inches and the placement and compaction of 4-inches of Subbase Granular Material, Type B on a compacted subgrade. Subbase Granular Material shall be included in the cost of the sidewalk. If filling is required in the sidewalk subgrade, it shall consist of placing and compacting an approved granular material to the satisfaction of the ENGINEER. Sidewalk thickness shall be increased to 6-inches when placed adjacent to driveways. Increasing sidewalk thickness at driveways shall not be paid for separately, but shall be included in the cost of this item.

All framing shall be set to final grade of the pour. No angle irons will be allowed. No watering cans shall be allowed on site.

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Method of Measurement. Portland Cement Concrete Sidewalk 5-inch shall be measured for payment in place, and the area computed in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square feet for PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH.

PAY ITEM #19 – DETECTABLE WARNINGS

Description. This work shall consist of installing detectable warnings. This work shall be in accordance with Section 424 of the Standard Specifications, except as modified herein.

Detectable warnings shall be installed at curb ramps and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances where permanent traffic control devices are present.

Materials. Detectable warnings shall be pre-cast composite tiles. Installation shall be cast-in-place. Surface mounted applications will not be permitted. Detectable warnings shall be red in color. Detectable warning tiles shall be either rectangular or radial in shape as shown on the plans or as directed by the Engineer. The product or products to be used for detectable warnings shall be approved by the Engineer prior to use.

Construction. Installation shall be according to the manufacturer's specifications and as directed by the Engineer.

Where a curb ramp is 5 ft. in width or less and a rectangular detectable warning tile is to be used, the installation shall consist of a single detectable warning tile. If a pre-cast detectable warning tile is not manufactured in the width of the curb ramp, a larger detectable warning tile shall be furnished and shall be cut to the width of the curb ramp.

Installation of multiple detectable warning tiles at a single curb ramp will only be permitted where a curb ramp exceeds 5 ft. in width or where radial detectable warning tiles are to be used. Where multiple detectable warning tiles are permitted at a single curb ramp, they shall be mechanically joined prior to installation.

Method of Measurement. Detectable warnings will be measured for payment in place and the area computed in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS.

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PAY ITEM #20 – PAVEMENT REMOVAL

Description. This work shall consist of the removal and disposal of existing pavement as shown on the plans or as directed by the Engineer. This work shall be completed in accordance with Sections 202 and 440 of the Standard Specifications, except as modified herein.

Pavement removal shall include the removal of monolithic curb as shown on the plans. Monolithic curb shall be measured in square yards as PAVEMENT REMOVAL. This item shall also include the removal of temporary stone placed above utility trenches prior to pavement reconstruction operations.

Pavement removal shall only include the removal of the existing concrete pavement structure. Any excavation of roadway subgrade required to install the proposed pavement section and proposed curb and gutter shall be measured and paid for as EARTH EXCAVATION.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per square yard for PAVEMENT REMOVAL.

PAY ITEM #21 – DRIVEWAY PAVEMENT REMOVAL

Description. This work shall consist of the removal and disposal of existing driveway pavement, including all necessary excavation, as shown on the plans or as directed by the Engineer. This work shall be completed in accordance with Sections 202 and 440 of the Standard Specifications, except as modified herein.

Driveway pavement removal shall include the removal of existing driveway pavement and base course to the lines and grades shown on the plans and as directed by the Engineer. All excavation required to remove the driveway base course and subgrade necessary to install the proposed driveway pavement shall be included in this item.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per square yard for DRIVEWAY PAVEMENT REMOVAL.

PAY ITEM #22 – COMBINATION CURB AND GUTTER REMOVAL

Description. This work shall consist of the removal and disposal of existing curb and gutter, including all necessary excavation, as shown on the plans or as directed by the Engineer. This work shall be in accordance with Sections 202 and 440 of the Standard Specifications, except as modified herein.

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Excavation will not be paid for separately but shall be included in the cost of this item. The Contractor shall excavate all material necessary to build the proposed curb and gutter subbase in accordance with Section 202 of the Standard Specifications. Excavated material will not be permitted to be stockpiled behind the curb.

Removal of monolithic curb and gutter shall be paid for as PAVEMENT REMOVAL.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per lineal foot of COMBINATION CURB AND GUTTER REMOVAL.

PAY ITEM #23– SIDEWALK REMOVAL

Description. This work shall consist of the removal and disposal of existing sidewalk at locations shown on the plans or as directed by the Engineer. This work shall be completed in accordance with Sections 202 and 440 of the Standard Specifications, except as modified herein.

Excavation will not be paid for separately but shall be included in the cost of this item. The Contractor shall excavate all material necessary to meet the lines and grades shown on the plans and as directed by the Engineer. Additional excavation required to comply with ADA requirements shall be included in the cost of this item.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per square foot for SIDEWALK REMOVAL.

PAY ITEM #24-27 – DUCTILE IRON WATER MAIN

Description. This work shall consist of the installation of ductile iron water main which shall be constructed in accordance with the applicable portions of Section 561 of the Standard Specifications, Section 41 of the Water and Sewer Specifications and applicable Village Standard Details, except as modified herein. This work shall be completed in accordance with applicable Village Standard Details noted on the plans and the Village Water Work Procedures provided in Appendix F of these provisions.

Construction Requirements. The water main and fittings shall be ductile iron pipe, Class 52, conforming to ANSI/AWWA C151/A21.51-96, Standard for Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand Lined Molds, for Water or Other Liquids. Ductile iron pipe shall be cement lined in accordance with AWWA C104, Standard for Cement Mortar Lining and Ductile Iron Pipe and Fittings for Water. Further details and notes regarding materials, installation and testing for ductile iron water main are provided on the plans.

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Wherever water is encountered in the trench, it shall be removed during pipe laying and jointing operations. Provisions shall be made to prevent floating of the pipe. Any dewatering of the trenches shall be included in the cost of the proposed water main. At no time shall trench water be allowed to enter the water main. Water main shall be installed to provide a minimum cover of 5.5', and up to a maximum cover of 6.0' except where required at special crossings. Depths of cover over 6.0' will only be allowed when shown on the plans or as otherwise approved by the Engineer.

The pipe shall be handled in such a manner as to prevent damage to the pipe or coating. Accidental damage to the pipe or coating shall be repaired to the satisfaction of the Engineer, or be removed from the job, and the methods of handling shall be corrected to prevent further damage when called to the attention of the Contractor.

The pipe shall be inspected by the Engineer for defects while suspended above grade.

Dirt or other foreign material shall be prevented from entering the pipe or pipe joint during handling or laying operations, and any pipe or fitting that has been installed with dirt or foreign material therein shall be removed, cleaned and re-laid. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug, or by other means subject to the review of the Engineer, to ensure absolute cleanliness inside the pipe. All cutting of existing water main pipe for the insertion of valves, crosses, tees or other fittings shall be performed without damage to the pipe or pipe lining, and so as to leave a smooth end at right angles to the axis of the pipe. Any damaged water main shall be re-cut and replaced by the Contractor at his sole expense.

Fittings shall be ductile iron in accordance with AWWA C110, Standard for Ductile Iron Fittings, 3-in. through 48-in., for Water and Other Liquids, and AWWA C151. Pipe joints shall be mechanical or push-on in accordance with AWWA C111, Standard for Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings. Refer to the latest revision for the above AWWA standards. Couplings shall be Krausz Hymax Grip coupling restraints of the diameter specified, or approved equal. All mechanical joint fittings shall be installed with stainless steel bolts. Restrained joints may be used in lieu of mechanical joints. All pipe joints at any valve or fitting including those where the proposed water main ties into the existing water main shall be restrained with retainer glands. Retainer glands shall be Mega Lugs by EBAA Iron, or an equal approved by the Engineer. Contractor shall install restrained joint gaskets in two bells prior to and after any bend or valve. Also, all horizontal bends, crosses, and tees shall be additionally restrained with thrust blocks as shown on the details in the plans. The cost of the thrust blocks shall be considered included in the cost of the ductile iron water main.

Disinfection of the water main shall be performed using only liquid chlorine. Under certain conditions when the use of liquid chlorine is not practical, chlorine tablets will be allowed with the approval of the Engineer.

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PRESSURE TESTING OF WATER MAINS

After the pipe has been laid and partially backfilled as specified herein, all newly-laid pipe valved sections and fire hydrants, unless otherwise expressly specified, be subjected to a hydrostatic pressure of 150 psi at the lowest elevation of the pipe section. The Engineer shall be given 24 hours' notice prior to the beginning of testing. The duration of each pressure test shall be not less than four hours. Water main testing shall be in accordance with the applicable portions of AWWA Standards C600 and C603, or as otherwise modified herein.

The water main shall be tested in segments (i.e., not the entire project length at once) to minimize water service disruption. Length of test segments to be determined by the Engineer.

Procedure for Test. The Contractor shall notify the Village at least twenty-four hours prior to the pressure test. Valves will be turned on only under the supervision of the Village, and the Village will witness all pressure testing.

Each section of pipe to be tested, as determined by the Engineer, shall be slowly filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe in a satisfactory manner. The pump pipe connection and all necessary apparatus, including gauges and meters, shall be furnished by the Contractor. Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be made, if necessary, at points of highest elevations and afterwards tightly plugged. Any cracked or defective pipes, fittings, valves, or hydrants discovered in consequence of this pressure test shall be removed and replaced by the Contractor with sound material, and test shall be repeated until satisfactory to the Engineer and the Village. The provisions of AWWA C600 and C603, where applicable, shall apply.

The pressure testing shall be accomplished with fire hydrant auxiliary valves open.

Leakage Test. After completion of the pressure test, a leakage test shall be conducted to determine the quantity of water lost by leakage under the specified test pressure.

1. Test pressure is defined as the maximum operating pressure of the section under test, and is based on the elevation of the lowest point in the line or section under test corrected to the elevation of the test gauge. Applicable provisions of AWWA C600 and C603 shall apply. The minimum duration of each leakage test shall be two (2) hour in addition to the pressure test period.
2. Allowable leakage in gallons per hour for cast iron water main shall not be greater than that determined by the following formula:

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$$L = \frac{ND \sqrt{P}}{7400}$$

Note: L = Allowable leakage in gallons per hour
 N = Number of joints in length of pipeline tested.
 D = Nominal diameter of the pipe in inches.
 P = Average test pressure during leakage test in pounds per square inch gauge.

3. Leakage is defined as the quantity of water to be supplied in the newly laid pipe or any valved section under test, which is necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.

Immediately after a passed test the pressure shall be drained through a fire hydrant until it is below the potable system pressure.

DISINFECTION OF WATER MAINS

Disinfection of water mains shall be completed in accordance with Section 41-2.15 of the Water and Sewer Specifications except as modified in this Special Provision.

The Owner shall be notified at least twenty-four hours before the disinfection procedure. Representatives of the Public Works Department must be present during the procedure.

Flushing. Sections of pipe to be disinfected shall first be flushed to remove any solids or contaminated material that may have become lodged in the pipe. If no hydrant is installed at the end of the main, then a tap should be provided large enough to develop a velocity of at least two and five-tenths (2.5) feet per second in the main. One two and one-half (2 1/2) inch hydrant opening will, under normal pressures, provide this velocity in pipe sized up to and including twelve (12) inches.

All taps required for chlorination or flushing purposes, or for temporary or permanent release of air, shall be provided for by the Contractor as part of the construction of water mains.

Requirement of Chlorine. A free chlorine residual of at least 50 ppm and no more than 400 ppm must be reached throughout the entire length and branch lines of the water main. After the super-chlorinated water has sat in the main for twenty-four hours, a chlorine residual test shall be taken to insure the residual has not dropped by over one-half.

Form of Applied Chlorine. Chlorine shall be applied by the method which follows, subject to the review of the Engineer.

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Chlorination shall be made by the use of chlorine gas only. The dry gas shall be fed directly through proper devices for regulating the rate of flow and providing effective diffusion of the gas into the water within the pipe being treated. Chlorinating devices for feeding the chlorine gas must provide means for preventing the backflow of water into the chlorine. The chlorine gas shall be injected into the main at intervals of no more than 1,000 feet.

Point of Application. The preferred point of application of the chlorine gas is at the beginning of the pipe line extension or any valved section of it, and through a corporation stop inserted in the pipe. The water injector for delivering the chlorine-bearing water into the pipe should be supplied from a tap made on the pressure side of the gate valve controlling the flow into the pipe line extension. Alternate points of application may be used subject to the review of the Engineer.

Preventing Reverse Flow. Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water. Check valves may be used if desired.

Retention Period. Treated water shall be retained in the pipe at least twenty-four (24) hours. After this period, the chlorine residual at pipe extremities and at other representative points shall be at least twenty-five (25) mg/l.

Chlorinating Valves and Hydrants. In the process of chlorinating newly laid pipe, all valves or other appurtenances shall be operated while the pipe line is filled with the chlorinating agent and under normal operating pressure.

Final Flushing and Testing. Following chlorination, all treated water shall be thoroughly flushed from the newly laid pipe at its extremity until the replacement water throughout its entire length shows, upon test, a chlorine residual of less than one (1) mg/l. In the event chlorine is normally used in the source of supply, then the test shall show a residual of not in excess of that carried in the system.

Chlorinated water to be flushed into the combined sewer, not the storm sewer.

Contractor to notify the Village prior to discharging chlorinated water to the combined sewer.

At this time a water sample will be taken by the Contractor or his representative and sent to a state-certified water lab of his choice. Also at this time the Village will witness the sampling. The Contractor shall take two (2) samples, 24 hours apart with satisfactory results or the procedure shall be repeated.

Repetition of Flushing and Testing. Should the initial treatment result in an unsatisfactory bacterial test, the original chlorination procedure shall be repeated by the Contractor until satisfactory results are obtained. After water main passes chlorination

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testing, the corporation stop used to chlorinate the main shall be shut off and any piping removed.

All water main pipe, pipe fittings, joint materials, restraint devices and thrust blocks, hydrostatic pressure tests, leakage tests, disinfecting of the water main, excavation, bedding and select (common) backfill shall be included in the cost of the DUCTILE IRON WATER MAIN. All trench backfill, pavement removal and replacement and other surface restoration items as shown on the plans and specified herein shall be paid for separately.

This item shall also include any and all incidental items such as temporary plugs, corporation stops (for testing), water pumps, gauges, meters and laboratory test costs, and all other items necessary to complete this work as specified.

Basis of Payment. This work will be paid for at the contract unit price per foot for DUCTILE IRON WATER MAIN, of the diameter specified, measured in place.

PAY ITEM #28-31 – WATER VALVES

Description. This work shall consist of constructing water valves. This work shall be in accordance with applicable portions of Section 561 of the Standard Specifications and with the Standard Specifications for Water and Sewer Construction in Illinois, except as modified herein.

Materials. Water valves shall be AMERICAN Flow Control Series 2500 Ductile Iron Resilient Wedge Gate Valves conforming to ANSI/AWWA C515, with mechanical joint end connections, of the diameter specified, or approved equal. All exterior valve body bolting shall be Type 304 stainless steel.

Water main pipe shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, Class 52 standard thickness, with push-on joints conforming to AWWA C111.

Water main couplings shall be Krausz Hymax Grip coupling restraints of the diameter required, or approved equal.

Mechanical joint restraints shall be EBAA Iron, Inc., MEGALUG Mechanical Joint Restraints for Ductile Iron Pipe, or approved equal.

All bolts, nuts, washers, and other hardware to be installed below grade shall be Type 304 stainless steel.

Construction. Water valves shall be installed in a pre-cast concrete valve vault unless otherwise specified. The valve shall be placed on a solid concrete block resting on the

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bottom of the valve vault. The valve shall be placed so that the operating nut is centered under the opening of the valve vault.

Excavation, bedding, and backfilling needed for the installation of water valves will not be paid for separately but shall be included in the cost of this work.

Basis of Payment. This work will be paid for at the contract unit price per each for WATER VALVES, of the diameter specified.

PAY ITEM #32 – ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS

Description. This work shall consist of adjusting sanitary sewers of 8-inch diameter or less where the proposed utility is in direct conflict with the existing sanitary sewer or service, as determined by the ENGINEER, in accordance with Section 563 of the Standard Specifications and as specified herein.

Materials. Sanitary sewer shall be PVC, SDR 26 conforming to ASTM D2241. Connections to existing sanitary sewer main or service pipe shall be made with stainless steel non-shear mission couplings, gasket to meet ASTM C1173-91, 300 series stainless steel shear ring with a minimum thickness of 0.012", 316 grade stainless steel nut and bolt tightening clamps, shear ring and clamps to meet all requirements of ASTM A167-91, transitional sizes to utilize a one-piece gasket.

Construction Requirements. For instances where the existing sanitary sewer service pipe is excavated and found to be 4-inches in diameter, or less, the sewer service pipe shall be replaced with 6-inch PVC, SDR 26 between the wye or tee connection at the sewer main and the cleanout connection at the property line, or as otherwise directed by the Engineer. Connection to the existing 4-inch (or less) diameter sewer service pipe shall be made using a transitional coupling in conformance with the requirements specified above.

Method of Measurement and Basis of Payment. This work will only be paid for if the Engineer determines the sanitary sewer or service line is in direct conflict with a utility or utilities being constructed under this contract. This work shall be measured and paid for at the contract unit price per foot for ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS.

PAY ITEM #33 – FIRE HYDRANTS TO BE REMOVED

Description. This work shall consist of removing existing fire hydrants at locations shown on the plans. This work shall be in accordance with Section 564 of the Standard Specifications and with the Standard Specifications for Water and Sewer Construction in Illinois, except as modified herein.

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Materials. Water main pipe shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, Class 52 standard thickness.

Water main couplings shall be Krausz Hymax Grip coupling restraints of the diameter required, or approved equal.

All bolts, nuts, washers, and other hardware to be installed below grade shall be Type 304 stainless steel.

Construction. The existing fire hydrant, auxiliary valve, valve box, hydrant lead, tee, and a portion of the adjoining water main shall be excavated and exposed. The existing water main shall be cut on both sides of the tee by an approved method and a section of existing water main shall be removed along with the tee, hydrant lead, valve box, auxiliary valve and fire hydrant. A section of new water main pipe of the proper length shall be positioned in place between the two cut ends of the existing water main and the ends of the existing water main shall be joined to the new section of water main pipe with water main couplings of the proper size.

The excavation shall be backfilled with crushed aggregate of CA-6 gradation and mechanically compacted in lifts not exceeding 12 in.

Excavation and backfilling will not be paid for separately, but shall be included in the cost of this work.

Fire hydrants which are removed and are selected by the Engineer to be salvaged shall remain the property of the Village and shall be delivered by the Contractor to the Village of Villa Park Public Works Department yard located at 51 South Ardmore Avenue in Villa Park. Delivery shall be made during the normal working hours of the Village of Villa Park Public Works Department and the Contractor shall coordinate the day, time and other details of delivery with the Village. Fire hydrants which are not selected by the Engineer to be salvaged shall become the property of the Contractor and shall be removed from the site by the end of the workday and properly disposed of by the Contractor. The delivery or disposal of fire hydrants will not be paid for separately but shall be included in the cost of this work.

Basis of Payment. This work will be paid for at the contract unit price per each for FIRE HYDRANTS TO BE REMOVED.

PAY ITEM #34 – FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX

Description. This work shall consist of constructing fire hydrants with auxiliary valves and valve boxes. This work shall be in accordance with Section 564 of the Standard Specifications and with the Standard Specifications for Water and Sewer Construction in Illinois, except as modified herein.

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Materials. Fire hydrants shall be AMERICAN Flow Control 5-¼" Waterous Pacer Fire Hydrant Model WB67-250, conforming to ANSI/AWWA C502, 6' - 0" bury depth, with all stainless steel trim, above-ground breakable flanges, and auxiliary resilient wedge gate valve and valve box. Fire hydrants shall be fitted with DDP-arrangement nozzle sections with one 4-½ in. pumper nozzle and two 2-½ in. hose nozzles with National Standard threads and a National Standard operating nut.

Fire hydrants shall be factory painted red, prime coated with an epoxy, and finish coated with a two-part polyurethane top coat. Fire hydrants that are not factory painted red will be considered unacceptable and will be rejected.

Auxiliary valves shall be AMERICAN Flow Control Series 2500 Ductile Iron Resilient Wedge Gate Valves conforming to ANSI/AWWA C515, with mechanical joint end connections, 6 in. diameter. All exterior valve body bolting shall be Type 304 stainless steel.

Valve boxes shall have a cover embossed with the word "WATER".

Hydrant lead pipe shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, Class 52 standard thickness, with push-on joints conforming to AWWA C111, 6 in. diameter.

Mechanical joint restraints shall be EBAA Iron, Inc., MEGALUG Mechanical Joint Restraints for Ductile Iron Pipe, or approved equal.

Valve box stabilizer grips shall be by BLR Enterprises, Inc., or approved equal.

All hardware and fasteners to be installed below grade shall be stainless steel. Bolts and threaded rods shall be Type 304 stainless steel and nuts and washers shall be Type 300 stainless steel.

Fire hydrant barrel extensions, if permitted, shall be AMERICAN Flow Control Waterous Series and shall be a maximum of 18 in.

Construction. The fire hydrant shall be installed so that the standpipe is plumb. The center of the lowest nozzle shall be placed at least 18 in. but not more than 24 in. above finished grade. The breakable flanges shall be positioned 2 in. above finished grade. The nearest part of the hydrant shall be at least 3 ft. but not more than 8 ft. behind the back of curb. The nearest part of the hydrant shall be at least 3 ft. from all paved surfaces. Where hydrants are to be installed adjacent to a roadway they shall be placed so that the pumper nozzle faces the roadway and is perpendicular to the direction of travel of the roadway. Where hydrants are not to be installed adjacent to a roadway they shall be placed according to the plans or as directed by the Engineer.

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Fire hydrants and auxiliary valves shall be set on a firm foundation of precast concrete blocks and shall be thrust blocked. Additional precast concrete bricks shall be placed under the auxiliary valve as needed. Thrust blocking shall consist of Class SI concrete cast in place against the fittings and the undisturbed earth on any side or sides of the excavation where thrust is expected to occur. A minimum of ¼ cu. yd. of concrete shall be used for the thrust blocking. The dimensions of the thrust blocking shall be determined by the Engineer. Thrust blocking may also consist of the placement of precast concrete blocks at the discretion of the Engineer. Additional precast concrete blocks shall be placed on the bottom, back and sides of the hydrant as directed by the Engineer to hold the hydrant solid and vertical. All blocks, bricks and thrust blocking shall be placed such that the pipe, joints and fittings shall be accessible for future repair and so that the hydrant drain holes are not blocked.

Mechanical joint restraints shall be installed on all mechanical fittings. Stainless steel threaded tie rods shall be installed between the fire hydrant barrel and the tee fitting on the water main. Valve box stabilizer grips shall be installed. Barrel extensions will only be permitted at the discretion of the Engineer.

Fire hydrants shall be braced during backfilling. The area around the base of the hydrant shall be backfilled with a minimum of 1 cu. yd. of washed virgin CA-7 stone. The washed stone shall be covered with polyethylene sheeting prior to further backfilling. Backfill material shall be placed in lifts not exceeding 6 in. in thickness, loose measurement, and compacted in a manner approved by the Engineer.

Fire hydrants not in service shall be covered with plastic bags until the fire hydrants are in service.

Excavation, bedding, and backfilling of fire hydrants will not be paid for separately but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each fire hydrant with auxiliary valve and valve box installed. No separate measurement will be made of pipe, fittings, hardware, or any other components.

Basis of Payment. This work will be paid for at the contract unit price per each for FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX.

PAY ITEM #38 – MANHOLE, TYPE A, 4'-DIAMETER

Description. This work shall consist of constructing manholes at locations shown on the plans in accordance with the detail on the plan and Section 602 of the Standard Specifications, except as modified herein.

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The CONTRACTOR is responsible for tying in all existing storm sewers to the proposed structure. Up to 5 feet of new sewer (if required) for each existing sewer tying into the proposed structure shall be considered included in the cost of this item. Connections to existing storm sewers should be made using non-shear mission couplings. The Contractor shall be responsible for verifying the size, inverts and locations of the existing sewers to be connected to the proposed structure. Any existing storm sewers that are damaged during construction shall be replaced in kind by the CONTRACTOR at no cost to the VILLAGE. The pipe, couplings, and trench backfill shall be included in the cost of the structure and will not be paid for separately.

Method of Measurement and Basis of Payment. This work shall be measured and paid for per each for MANHOLE, TYPE A, 4'-DIAMETER, of the lid specified.

PAY ITEM #39 – MANHOLE, TYPE A, 8'-DIAMETER

Description. This work shall consist of constructing manholes at locations shown on the plans in accordance with the detail on the plan and Section 602 of the Standard Specifications, except as modified herein.

The CONTRACTOR is responsible for tying in all existing storm sewers to the proposed structure. Up to 5 feet of new sewer (if required) for each existing sewer tying into the proposed structure shall be considered included in the cost of this item. Connections to existing storm sewers should be made using non-shear mission couplings or reinforced concrete collars. The Contractor shall be responsible for verifying the size, inverts and locations of the existing sewers to be connected to the proposed structure. Any existing storm sewers that are damaged during construction shall be replaced in kind by the CONTRACTOR at no cost to the VILLAGE. The pipe, couplings and/or reinforced concrete collars, and trench backfill shall be included in the cost of the structure and will not be paid for separately.

If, in the opinion of the CONTRACTOR, a doghouse manhole would provide a considerable cost savings to the VILLAGE, the CONTRACTOR may propose to construct a doghouse manhole in lieu of a standard type A manhole. The Contractor shall submit a written proposal for this substitution to the ENGINEER, along with a summary of the cost savings to be realized. The CONTRACTOR shall also submit calculations and detailed shop drawings to the ENGINEER for review. The required thickness of the doghouse manhole's bottom slab, sidewalls and top slab, and reinforcement details shall be shown on the shop drawings. The VILLAGE will have the sole ability to determine whether the substitution is acceptable, and their decision shall be final.

If the CONTRACTOR elects to construct a doghouse manhole in lieu of a standard type A manhole, all labor and materials associated with the construction of the doghouse manhole shall be included in the cost of this pay item. No separate payment will be

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made for excavation, granular backfill, granular subbase, concrete, concrete collars, reinforcement bars, frame and grate, cast iron steps, precast concrete riser and slab, temporary shoring and any miscellaneous items required to construct the doghouse manhole.

Method of Measurement and Basis of Payment. This work shall be measured and paid for per each for MANHOLE, TYPE A, of the diameter and frame and lid specified.

PAY ITEM #41 & 42 – VALVE VAULTS, TYPE A

Description. This work shall consist of constructing valve vaults for water mains and water services in accordance with Section 44 of the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois" and Section 602 of the STANDARD SPECIFICATIONS.

In addition to the requirements of Sections 44 – 2.02 and 44 – 3.01 and 602, valve vaults shall be constructed in accordance with the Village of Villa Park Standard Detail. All lids for valve vaults shall have the words "WATER" cast into them.

Preformed plastic gasket material shall be installed at all joints. All openings around the water main shall be filled with preformed plastic gasket material and sealed with non-shrink hydraulic grout. The concrete base of the vault shall be set on a minimum of 4-inches of well compacted CA-11 or CA-7.

Excavation, bedding, and backfilling needed for the installation of valve vaults will not be paid for separately but shall be included in the cost of this work.

Measurement and Payment. This work will be paid for at the contract unit price each for VALVE VAULTS, TYPE A, of the diameter and frame specified.

PAY ITEM #44 & 45 – COMBINATION CONCRETE CURB AND GUTTER

Description. This work shall consist of the construction of combination concrete curb and gutter of the type specified, including all necessary embankment as shown on the plans or as directed by the Engineer. This work shall be in accordance with the detail in the plans and Sections 606, 205, and 311 of the Standard Specifications, except as modified herein.

Backfill behind the proposed back of curb shall be in accordance with Section 205 of the Standard Specifications.

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Combination concrete curb and gutter shall be constructed on a prepared base of mechanically compacted crushed aggregate of CA-6 gradation having a minimum compacted thickness of 4 in.

Wood forms shall be used. Forms constructed of steel or Masonite will not be permitted. Forms for radius sections of the combination concrete curb and gutter shall be constructed of 1 in. thick wood boards.

The height of the curb head may vary as shown on the plans or as directed by the Engineer. Variations in the height of the curb head will not be paid for separately but shall be included in the cost of this item.

Where combination concrete curb and gutter is constructed across driveways, alleys, sidewalk curb ramps, or other designated areas, the top of the curb shall be depressed according to the details shown on the plans or as directed by the Engineer. The transition from full height curb to depressed curb shall be made over a distance equal to at least four times the difference in height between the full height curb and the depressed curb.

Where combination concrete curb and gutter is constructed across sidewalk curb ramps, the depressed curb shall be in compliance with all applicable requirements of the Americans with Disabilities Act (ADA) and the Proposed Guidelines for Accessible Rights-of-Way (PROWAG).

Expansion joints shall be constructed at 60 ft. maximum centers. Expansion joints shall also be constructed at all construction joints, all points of curvature, all points of tangency, within 5' on either side of all curb structure castings, and at additional locations as directed by the Engineer. Expansion joints shall consist of a 1 in. thick preformed bituminous expansion joint filler that extends the full cross section of the combination concrete curb and gutter. Expansion joint filler material that is larger than the cross section of the combination concrete curb and gutter shall be cut to the exact cross section of the combination concrete curb and gutter. Expansion joints shall have two 18 in. long, No. 6 non-deformed epoxy-coated steel dowel bars placed at mid-depth. The dowel bars shall have a greased plastic expansion cap placed on one end of each dowel bar a minimum of 1 in. from the end of the dowel bar.

Where proposed combination concrete curb and gutter is to be constructed abutting existing combination concrete curb and gutter, the dowel bars shall be drilled into the existing combination concrete curb and gutter. This work will not be paid for separately but shall be included in the cost of this item.

Contraction joints shall be constructed at 15 ft. maximum centers. Where the location of a contraction joint coincides with the location of an expansion joint, the contraction joint may be omitted at the discretion of the Engineer. Contraction joints shall be tooled and sawed. Sawing of contraction joints shall commence as soon as the concrete has

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hardened sufficiently to permit sawing without excessive raveling, but in no case shall sawing commence less than 4 hours or more than 24 hours after the concrete is placed. Sawing of contraction joints shall be to a depth equal to 1/3 the thickness of the gutter flag and to a width of not less than 1/8 in. Contraction joints shall be sealed according to Article 420.12, except that joints shall be sealed with polysulfide or polyurethane joint sealant.

If Contractor fails to construct joints in accordance with the requirements of this provision and the curb cracks, the Contractor shall remove and replace the affected section of combination concrete curb and gutter extending the full length between the two adjacent joints on either side of the crack. This work will not be paid for but shall be at the Contractor's expense.

Upon removal of the forms from the back of the combination concrete curb and gutter, excavated areas behind the combination concrete curb and gutter shall be immediately backfilled. Areas where pavement or sidewalks are to be constructed shall be backfilled with crushed aggregate of CA-6 or CA-7 gradation and mechanically compacted. Areas where topsoil and sodding are to be placed shall be backfilled with non-organic material acceptable to the Engineer. This work will not be paid for separately but will be included in the cost of this item.

Type M-6.12 curb and gutter shall only be installed in the Jefferson Park parking lot to match the existing curb and gutter. All other curb and gutter shall be Type B-6.12 as shown on the plans and as directed by the Engineer.

Basis of Payment. This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, of the type specified.

PAY ITEM #46 – NON-SPECIAL WASTE DISPOSAL

Description. This work shall consist of the satisfactory disposal of any Non-Special Waste encountered during construction in accordance with Section 669 of the Standard Specifications. In the event that contaminated waste is encountered, the disposal of the material shall be compensated for as NON-SPECIAL WASTE DISPOSAL.

This pay item is for contingency purposes only. The Village reserves the right to increase or reduce the quantity or to delete this pay item from the Contract. The Contractor is not entitled to compensation for any changes in quantities for this pay item.

Work required for the excavation, removal and disposal of uncontaminated material necessary for the construction of the proposed underground utilities shall be considered included in the cost of associated contract pay items.

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Basis of Payment. This work shall be paid for at the Contract unit price per cubic yard for NON-SPECIAL WASTE DISPOSAL, which price shall be considered full compensation for all sampling, testing, documentation, coordination, handling and transportation necessary for the disposal of all contaminated material.

PAY ITEM #49 – VALVE VAULTS TO BE ABANDONED

Description. This work shall consist of abandoning valve vault structures in accordance with Section 605 of the Standard Specifications, as shown on the plans and as designated by the Engineer.

All abandoned structure penetrations shall be plugged at both ends with a minimum of two (2) feet-long non-shrink concrete/mortar plugs to the satisfaction of the Engineer.

The Contractor shall remove the frame and grate or lid, adjusting rings and cone section of the existing structure and fill the structure with compacted sand or flowable fill. The frames and grates or lids shall be delivered to the Village Public Works building upon request of the same. Otherwise, they shall be disposed of by the Contractor.

In paved areas, the void above the abandoned structure shall be backfilled with trench backfill to the top of the existing pavement. The backfill will not be paid for separately but shall be included in the cost of this item.

Basis of Payment. The work specified above shall be paid for at the contract unit price each for VALVE VAULTS TO BE ABANDONED.

PAY ITEM #50-52 – TEMPORARY ACCESS

Description. This work shall consist of the construction and maintenance of an aggregate base course for maintaining access to intersecting streets and driveways as specified in Article 107.09 of the STANDARD SPECIFICATIONS. The CONTRACTOR shall provide access for all emergency vehicles and school buses, and to all abutting properties at all times during construction.

Construction Requirements: The CONTRACTOR shall maintain ingress and egress to all abutting properties during construction operations when construction operations are not taking place directly in front of the property, except for a maximum period of 4 calendar days after new concrete curb or driveway pavement is poured. Residents shall be notified a minimum of 48 hours prior to this period. Temporary driveways and entrances shall be constructed of aggregate in accordance with the applicable portions of Section 351 of the STANDARD SPECIFICATIONS and to the dimensions determined by the ENGINEER. The coarse aggregate shall be crushed stone or crushed gravel,

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gradation CA-6. All adjacent properties shall have access at the end of each working day.

Maintenance shall consist of placing and compacting additional aggregate of the same type and gradation as the base aggregate.

After these driveway aprons have served their purpose, the suitable aggregate shall be removed, and, at the direction and approval of the ENGINEER, utilized for other purposes, such as aggregate base course for driveways, and embankment construction or other driveway aprons or otherwise disposed of as specified in Article 202.03 of the Standard Specifications.

Method of Measurement and Basis of Payment: This work will be paid for at the contract unit price per each for TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE), or TEMPORARY ACCESS (ROAD). TEMPORARY ACCESS will only be measured and paid for once during construction. If work requires the temporary removal of aggregate for temporary access, it shall be stockpiled and replaced at the end of each working day at no additional cost to the Village.

PAY ITEM #53-55 – WATER MAIN LINE STOP

Description. This work shall consist of the placement of a self-contained unit of the size indicated on the plans for the purpose of installation of a valve and/or other connection with the existing water distribution system without interruption of service. This work shall be performed at the locations shown on the plans and as directed by the Engineer.

The line stop unit shall be a self-contained hydraulic (hand pump operated) ram. The line stopping device shall be of such a design, that when hydraulic pressure is applied, the rubber will expand and conform to the inside diameter of the pipe and tuberculation inside the main (if any) will be moved outside of the sealing area. The line stop shall be of the 'Short Stop' variety which will require removing only the top of the pipe during operation. All fittings shall employ an inside diameter thread, screw-type connection. After insertion of the plug, a screw-on cap shall be used and bolted down. The system shall be capable of containing a water pressure of 150 psi. The line stopping system shall be Hydra-Stop or approved equal. Shop drawings for line stop sleeves shall be submitted for approval by the Engineer prior to delivery to the job site.

This work shall include all excavation, saw cutting, legal disposal off-site of all excess material, trench backfill, labor, materials and equipment necessary to perform the work as herein specified.

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Basis of Payment. This work will be paid for at the contract unit price each for WATER MAIN LINE STOP, of the diameter specified.

PAY ITEM #56 – SANITARY MANHOLES TO BE ADJUSTED

Description. This work shall consist of adjusting sanitary manholes with their existing frame, in accordance with Section 602 of the Standard Specifications and as specified herein.

At locations shown on the plans or as directed by the Engineer, sanitary manholes shall be adjusted with new frame and grates. New frame and grates will be paid for separately.

Each structure adjustment shall be limited to two adjustment rings. The CONTRACTOR shall place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the PCC structure or PCC ring and the bottom of the rubber ring. The CONTRACTOR shall also place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the top of the rubber ring and the bottom of the frame.

This item shall include the installation of a Certex internal manhole chimney seal to the existing frame conforming to ASTM C-923 or approved equal in accordance with Village Standards. If an internal chimney seal already exists, it shall be removed and replaced unless otherwise directed by the Engineer.

Hydraulic cement shall be used in the adjustment of said structure to seal the outside of the adjustment rings and under the frame.

Basis of Payment. This work will be measured and paid for at the contract unit price per each for SANITARY MANHOLES TO BE ADJUSTED.

PAY ITEM #57 – TRAFFIC CONTROL AND PROTECTION (SPECIAL)

Traffic control shall be in accordance with the applicable sections of the Standard Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specification and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

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If required, the Contractor shall submit a detour plan to the Engineer for approval prior to initiating the detour. The cost to establish a detour shall be included in the cost of this item.

The Contractor shall contact the VILLAGE at least 72 hours in advance of beginning work.

STANDARDS: 701301, 701501, 701801, 701901

DETAILS: Traffic Control and Protection for Sideroads, Intersections, and Driveways (TC-10), District One Typical Pavement Marking (TC-13)

SPECIAL PROVISIONS: Maintenance for Roadways, Work Zone Traffic Control, and Flaggers in Work Zones.

Basis of Payment. This work shall be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

PAY ITEM #58 – DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED

Description. This work shall consist of adjusting catch basins, manholes, valve vaults, and inlets with their existing frame, in accordance with Section 602 of the Standard Specifications and as specified herein. The word STRUCTURE shall be understood to mean catch basin, manhole, valve vault, or inlet as the case may be.

At locations shown on the plans or as directed by the Engineer, structures shall be adjusted with new frame and grates. New frame and grates will be paid for separately.

Each structure adjustment shall be limited to two adjustment rings. The final ring and rings under 2" on all drainage adjustments shall be rubber. The CONTRACTOR shall place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the PCC structure or PCC ring and the bottom of the rubber ring. The CONTRACTOR shall also place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the top of the rubber ring and the bottom of the frame.

Hydraulic cement shall be used in the adjustment of said structure to seal the outside of the adjustment rings and under the frame.

Basis of Payment. This work will be measured and paid for at the contract unit price per each for DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED.

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PAY ITEM #59 – DRAINAGE STRUCTURE TO BE REMOVED

Description. This work shall consist of removing and disposing of existing catch basins, inlets, manholes or valve vaults in accordance with Section 605 of the Standard Specifications and as specified herein. The word STRUCTURE shall be understood to mean catch basins, inlets, manholes or valve vaults as the case may be.

Construction Requirements. In addition to the requirements of Article 605.03 of the Standard Specifications, the Contractor shall saw cut a square area around the structure to be removed of sufficient size to remove the structure. If the structure is not to be replaced, the hole left by removing the structure shall be backfilled with mechanically compacted CA-6. This backfill shall be included in the cost for DRAINAGE STRUCTURE TO BE REMOVED.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per each for DRAINAGE STRUCTURE TO BE REMOVED.

PAY ITEM #60 – CLASS D PATCHES, 6 INCH

Description. This work shall consist of the removal of the existing pavement, the necessary excavation, and the replacement with hot-mix asphalt (HMA) patches at designated locations. This work shall be in accordance with Section 442 of the Standard Specifications, except as modified herein.

Remove all references to a specified type or types of patches in the Standard Specifications.

All patches shall be saw cut full-depth prior to removal of the existing pavement. Saw cuts and pavement removal will not be paid for separately, but shall be included in the cost of this work. This work shall include removal of any temporary stone as necessary to place the permanent patch.

Patches shall be constructed with 4" of HMA Binder Course IL-19.0, N50 and 2" of HMA Surface Course, "Mix D", N50. The final surface of the patch shall be installed to the elevation of the adjacent existing pavement.

Basis of Payment. This work will be paid for at the contract unit price per square yard for CLASS D PATCHES, 6 INCH.

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PAY ITEM #62 – CONTINGENCY ALLOWANCE

Description. 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.

Use of the contingency allowance will be at the discretion of the Engineer. The Engineer may, at the Engineer's 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 the Village. The Village'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 25,000.00, and a contract unit price of one dollar (\$1.00), for a total CONTINGENCY ALLOWANCE contract price of twenty-five thousand dollars and no cents (\$25,000.00). Bidder, in submitting a bid, accepts the quantity, contract unit price, and total contract price of the CONTINGENCY ALLOWANCE.

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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 \$25,000.00.

PAY ITEM #63 – DUCTILE IRON WATER MAIN IN STEEL CASING PIPE

Description. This item includes the installation of ductile iron pipe water main with casing spacers into Steel casing pipe as shown on the plans. The water main and casing pipe shall be installed in accordance with the Village's Standard Detail for Casing Pipe.

Water main pipe shall be in accordance with the DUCTILE IRON WATER MAIN Special Provision herein.

The water main (carrier pipe) shall be provided with a carrier pipe support system to position the carrier pipe at the indicated elevations within the casing. The carrier pipe support spacers shall be stainless steel manufactured by Cascade or an approved equal and shall be centered restrained position type. A minimum of 3 spacers shall be provided per carrier pipe length, on 6' centers

Once the carrier pipe has been installed and pressure tested, the annular space between the carrier pipe and casing pipe shall be blown full of sand or pea gravel and both ends shall be sealed. The end seals shall be constructed utilizing 6-inches of solid concrete block and non-shrink hydraulic grout or premanufactured rubber end seals made specifically for this purpose.

The carrier pipe shall be installed by pushing and pulling it into place in such a manner that there is no opportunity for a joint to be opened. All joints shall have Field Lok gaskets, or an approved equal.

The cost of all pipe, spacers, casing seals, joint materials (including restrained joints where required), fittings, reducers, thrust blocks, bedding, haunching and backfill, all required appurtenances, hydrostatic pressure tests, leakage tests, disinfecting of the water main and excavation shall be included in the cost of this item. This item shall also include any and all items such as water pumps, gauges, meters and laboratory test costs, and all other items necessary to complete this work as specified.

Basis of Payment. This work will be paid for at the contract unit price per foot of DUCTILE IRON WATER MAIN IN STEEL CASING PIPE of the size specified.

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PAY ITEM #64 – EXPLORATION TRENCH, SPECIAL

Description. This work shall consist of constructing a trench for the purpose of locating an existing utility or utilities. This work shall be in accordance with Section 213 of the Standard Specifications, except as modified herein.

The exploration trench may be used to locate existing utilities regardless of whether the utilities are public or private; known or unknown; or marked or unmarked. The exploration trench may also be used to determine the material type of existing utilities and to verify clearances between multiple utilities.

The exploration trench shall be constructed at the locations shown on the plans or as directed by the Engineer. The depth of the exploration trench shall vary as necessary, but shall be sufficient to locate the utility or utilities under investigation. The width of the trench shall be sufficient to allow proper investigation of the entire trench.

If necessary, exploration trenches shall be backfilled with TRENCH BACKFILL as directed by the Engineer, and in accordance with Section 208 of the Standard Specifications and the special provision included herein. TRENCH BACKFILL shall be paid for separately.

The ground surface shall be restored to pre-construction conditions once the improvements are complete. All restoration items shall be paid for separately.

Method of Measurement. The exploration trench will be measured for payment in feet of actual trench constructed.

Basis of Payment. This work will be paid for at the contract unit price per foot for EXPLORATION TRENCH, SPECIAL, regardless of the depth of the actual trench constructed.

PAY ITEM #65 – HOT-MIX ASPHALT DRIVEWAY PAVEMENT

Description. Work under this item consists of construction of new HMA driveway pavement at locations shown on the plans, or as directed by the ENGINEER, in accordance with Sections 301, 351, 406 and 423 of the Standard Specifications and as directed by the ENGINEER.

CONTRACTOR shall place embankment or excavate in accordance with Sections 202 and 205 of the Standard Specifications in order to achieve the required finished grades.

Residential driveway pavement shall consist of 1 lift of 2 ½" HMA Binder Course, IL-19.0, N50, and 1 lift of 1 ½" HMA Surface Course, Mix D, N50 for a total of 4" of HMA and 6" of mechanically compacted Aggregate Base Course, Type B.

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All excavation, embankment, HMA Surface Course, HMA Binder Course, and aggregate base course will not be paid for separately but shall be included in this pay item. This shall include any excavation required to widen driveways to meet Village Standards.

Basis of Payment. This work shall be measured in place and paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, thickness specified.

PAY ITEM #66 – PARKWAY RESTORATION – SODDING, SALT TOLERANT

Description. This work shall consist of preparing the ground surface, furnishing and applying topsoil to a minimum 4" depth, fertilizing the areas to be sodded, and furnishing and placing salt tolerant sod as specified in the plans. All work shall be in accordance with Sections 202, 211, and 252 of the Standard Specifications, and as specified herein.

CONTRACTOR shall locate all buffalo boxes and sanitary cleanouts prior to excavating for topsoil. CONTRACTOR shall place a 4' lath behind each box and cleanout to identify its location. A list of all b-boxes which cannot be found shall be provided to the ENGINEER.

Any excavation required to trim landscaped areas to the newly required grade shall be included in the cost of this item.

Excess spoil removed from parkways shall be immediately removed from the site and shall at no time be stored on the roadway. All sod shall be placed before the final roadway surface is installed.

The topsoil shall be free of large roots, brush, sticks, weeds, stones larger than ½" in diameter and any other litter. The topsoil shall be spread to a smooth compacted uniform thickness of not less than 4".

Fertilizer nutrients shall be applied in accordance with Section 252.03 of the Standard Specifications and shall be included in the cost for PARKWAY RESTORATION – SODDING, SALT TOLERANT.

Method of Measurement and Basis of Payment. This work shall be measured in place and paid for at the contract unit price per square yard for PARKWAY RESTORATION – SODDING, SALT TOLERANT.

PAY ITEM #67 – PRE-CONSTRUCTION VIDEO RECORDING

Description. This work shall consist of performing color video and audio recording of the project area and other areas which may be impacted by construction.

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Pre-construction video recordings will include coverage of the project area and all other areas which may be impacted by construction. Video recordings will also include construction easements when applicable. Video recordings will provide a visual record of all physical features within those areas, including, but not limited to, roadways, pavements, curbs, gutters, driveways, driveway aprons, sidewalks, carriage walks, parkways, trees, landscaping, shrubbery, plantings, landscaping walls, retaining walls, signs, sign posts, fences, utility poles, light poles, utilities, equipment, manholes, b-boxes, cleanouts, valves, curb structures, pipelines, buildings, mailboxes, and any other features located within the project area.

Video recordings will begin with an audio narrative which provides the current date and time, the name of the Village and name of project, and a description of both the starting location and the location or locations to be recorded, including street name or names, street addresses, and any additional information which may be necessary to describe the location and subject of viewing.

Video recordings will maintain viewer orientation by means of an audio commentary in the audio track of each video recording which provides an explanation of what is being viewed; and by videotaping landmarks and readily identifiable objects, including property addresses, street signs, or other appropriate objects, at appropriate intervals.

Pre-construction video recordings will be recorded at a rate of travel not exceeding 50 feet per minute, and zooming and panning rates will be controlled to provide clarity of features during playback. The finished product will be provided with bright, clear pictures and accurate colors free from distortion, tearing, rolls, or other forms of picture imperfection. The audio will have proper volume and clarity. All recordings will be performed at times of satisfactory visibility, and when no more than 10 percent of ground is obscured by snow, leaves, or other cover.

If any element within or portion of the project area is not adequately documented by the pre-construction video recording so as to definitively demonstrate its condition prior to the start of construction, Contractor will assume responsibility for the repair, restoration or replacement of that element or portion of the project area. Such repair, restoration or replacement will be to equal or better condition than previously existing, and will further comply with all standards and provisions which govern the work in question.

Schedule. Preconstruction video recording will be performed according to the following schedule:

- (a) Pre-construction video recording will be completed after a Notice to Proceed has been issued.
- (b) Pre-construction video recording will be completed after the Joint Utility Locating Information for Excavators (JULIE) request for the project area has cleared.

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- (c) Pre-construction video recording will be completed before any equipment, materials, or other items are delivered to the site.
- (d) Pre-construction video recording will be completed no more than 7 chargeable days prior to the start of construction.
- (e) Pre-construction video recording will be completed, the required pre-construction video recording deliverables will be submitted to the Engineer, and the Engineer will review and issue written approval of the pre-construction video recording before any activity other than utility locating will be permitted to start. Such activity will include, but not be limited to, delivery of materials and equipment, installation of traffic control and erosion control, and completion of construction layout and tree protection. No days will be charged against the contract time while the video is under review by the Engineer, including the day the deliverables are submitted and the day a response is provided. If the pre-construction video recording or any portions thereof are rejected, the contract time will commence to run until revisions are submitted.
- (f) Pre-construction video recording will be submitted to Engineer for review prior to commencement of any construction, and receive acceptance of recordings prior to commencement of construction. Any areas found not acceptable to the Owner will be re-recorded at no additional cost to the contract.

Deliverables. Video will be high-definition, with a minimum resolution of 1280 × 720 pixels per frame. Video will be filmed in a landscape aspect ratio. Video filmed in a portrait aspect ratio will be considered unacceptable and will be rejected.

Preconstruction video recordings will be provided as electronic files of .avi, .mp4, .m4v, .mkv, .wmv, or .mpg file format, or of such other file format as may be approved by Engineer. Preconstruction video recordings will be provided as independent digital container format files, which container files will include all video, audio, and other electronic information necessary to view the preconstruction video recording as intended.

Video DVD will be considered an unacceptable format for providing preconstruction video recordings, and will be rejected.

Pre-construction video recording electronic files will be provided on a portable electronic media device or devices of one of the following types: USB flash drive, SD flash memory card, CF flash memory card, data DVD, external hard drive, or such other portable electronic media device as may be approved by Engineer. Preconstruction video recording electronic files may also be provided via online file sharing, cloud storage, File Transfer Protocol (FTP), or other online or network file transfer methods if approved by Engineer.

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Pre-construction video recording electronic files will be accompanied by corresponding logs which document the dates, times, and locations covered by each preconstruction video recording electronic file.

Contractor shall maintain copies of all items submitted to Engineer for Contractor's own use and record.

Method of Measurement. This work will be measured for payment on a lump sum basis. No measurement will be made of the individual components of this effort.

Basis of Payment. Pre-construction video recording will be paid for at the contract lump sum price for PRE-CONSTRUCTION VIDEO RECORDING.

PAY ITEM #68 – PROJECT SIGN

Description: This work shall consist of furnishing, fabricating and installing project sign(s) in accordance with Section 720 of the Standard Specifications. The layout of the sign and the location of the sign shall be coordinated and approved by the VILLAGE prior to fabrication. Shop drawings of the sign and assembly shall be submitted to the ENGINEER for approval. This work shall also include posting a jobsite bulletin board at the project site to remain for the duration of the project. The bulletin board shall include emergency contact information, directions to the nearest hospital, and all applicable equal opportunity notices for employees required by the County.

Materials: The sign shall be 3 feet high and 4 feet wide constructed from 0.125 in. thick aluminum sheeting. The minimum letter height shall be 2 inches. The sign shall be fabricated using Type AP white sheeting for the background with black vinyl or black opaque ink for the letters and symbols. The bottom of the sign shall be six feet above ground. The sign shall be mounted using two Type A sign posts in accordance with Section 729 of the Standard Specifications.

DuPage County CDBG Sign

The sign shall include the following language:

“Funding for this project has been provided, in part, by the DuPage Community Development Commission from the U.S. Department of Housing and Urban Development's Community Development Block Grant Program.”

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The sign shall be erected for the duration of construction. Upon completion of the project, the sign and posts shall be removed and shall remain property of the Village.

This item shall include all excavation, posts, restoration and all material, equipment, and labor required to complete the work specified herein.

Method of Measurement. This work will be measured for payment on a lump sum basis. No measurement will be made of the individual components of this effort.

Method of Measurement and Basis of Payment: This work shall be paid for at the contract lump sum price for PROJECT SIGN.

PAY ITEM #69 – SANITARY SERVICE CONNECTION

Description. This work shall consist of replacing existing sanitary service connections at locations of sanitary service removal and replacement. The work shall be done in accordance with applicable portions of Section 563 of the Standard Specifications and as specified herein.

The exact locations of existing sewer and sewer connections are to be verified in the field by the CONTRACTOR. The Village will not mark locations of existing sanitary services.

The CONTRACTOR shall install a new polyvinyl chloride tee fitting at the location of the connection to the existing sewer main, and shall remove and replace, if necessary, a sufficient length of existing service pipe to re-establish the service. All connections to existing pipes shall be made with non-shear mission couplings. The couplings shall be

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equipped with stainless steel bands. All associated costs shall be included in the contract unit price for the sanitary sewer service connection.

Basis of Payment. This work will be paid for at the contract unit price per each for SANITARY SERVICE CONNECTION.

PAY ITEM #70 – SANITARY SERVICE REPLACEMENT

Description: This work shall consist of the complete removal or abandonment of existing service as directed by the ENGINEER and replacing and reconnecting a new PVC, SDR-26 (ASTM D2241) sanitary service to the existing sanitary sewer.

New sanitary service pipe should be cut in cleanly at the minimum distance from the conflicting improvement that provides for elimination of the conflict, or a location determined by the ENGINEER. A rubber, non-shear mission coupling with stainless steel bands should be used to effect the connection between new service and existing service pipes.

Sanitary services shall be connected to the existing sanitary sewer at locations directed by the Engineer. The exact locations of existing sewer and sewer connections are to be verified in the field by the CONTRACTOR. The Village will not mark locations of existing sanitary services, and the locating of existing services shall be the responsibility of the CONTRACTOR. The slope from the right-of-way to the sewer connection shall be continuous and constant, except as otherwise authorized by the ENGINEER. The CONTRACTOR shall be responsible for verifying the elevation and slope of the proposed service prior to the installation of each service.

The CONTRACTOR shall install a new polyvinyl chloride tee fitting at the location of the connection on the mainline sanitary sewer. Installation of this fitting shall be paid for as SANITARY SERVICE CONNECTION. The services shall be replaced from the new fitting at the mainline sanitary sewer to the right-of-way line, using SDR-26 polyvinyl chloride pipe conforming to ASTM D2241 of the same diameter as the existing connection. The CONTRACTOR is to ensure positive flow from the right-of-way to the connection to the mainline sewer.

Backfill shall be in accordance with Section 208 of the Standard Specifications and shall be paid for as TRENCH BACKFILL.

Method of Measurement and Basis of Payment. Pay limits for removal and replacement of sanitary services for this item shall extend from the connection at the sanitary main to the existing right-of-way. This work will be measured and paid for at the contract unit price per foot for SANITARY SERVICE REPLACEMENT, regardless of service diameter.

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PAY ITEM #71 – SANITARY SEWER SERVICE COMBINATION CLEANOUT CHECK VALVE

Description. This work shall consist of furnishing and installing a combination cleanout check valve on a new or existing sanitary sewer service line at the locations shown in the plans or as directed by the Engineer. This work shall be in accordance with Section 563 of the Standard Specifications and with the Standard Specifications for Water and Sewer Construction in Illinois, except as modified herein.

This work may consist of either the standalone installation of a combination cleanout check valve on an existing sanitary sewer service line, or the installation of a combination cleanout check valve on a new sanitary sewer service line in conjunction with the installation of the new sanitary sewer service line.

Materials. Combination cleanout check valves shall be RectorSeal Clean Check Extendable Backwater Valve, 6" PVC, Model #31805, or approved equal.

Cleanout riser pipes shall be polyvinyl chloride (PVC) of the diameter and type required.

Sanitary sewer service line pipe shall be polyvinyl chloride (PVC) conforming to ASTM D-2241 with a Standard Dimension Ratio (SDR) equal to 26 and gasketed joints conforming to ASTM D-3212. Sanitary sewer service line pipe shall be of the same diameter as the sanitary sewer service line on which the combination cleanout check valve is to be installed. All supplied pipe shall be from the same manufacturer.

Pipe couplings shall be Fernco Shielded RC Series Couplings, Mission Rubber Company Flex-Seal ARC Sewer Repair Couplings, or approved equal. Pipe couplings shall be non-shear and shall be equipped with stainless steel bands.

Construction. The combination cleanout check valve shall be located a minimum of 4 ft. behind the back of curb. The height of the combination cleanout check valve riser pipe shall be such that the cap of the combination cleanout check valve is level with finished grade.

The combination cleanout check valve shall be assembled and installed in accordance with the manufacturer's specifications. Contractor shall provide all materials, fittings, and adapters necessary to assemble the combination cleanout check valve and to connect it to the sanitary sewer service line.

Following installation, the combination cleanout check valve shall be tested by the Contractor to confirm that there is positive flow through the sanitary sewer service line and combination cleanout check valve towards the sanitary sewer main.

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Excavation, bedding, and backfilling will not be paid for separately but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each combination cleanout check valve installed, regardless of the depth, whether the cleanout check valve is installed on an existing sanitary sewer service line or a new sanitary sewer service line, or any other factors. No separate measurement will be made of pipe, fittings, couplings, other components.

Basis of Payment. This work will be paid for at the contract unit price per each for SANITARY SEWER SERVICE COMBINATION CLEANOUT CHECK VALVE.

PAY ITEM #72 – SANITARY SEWER, WATER MAIN QUALITY

Description. This work shall consist of placing new PVC sanitary sewer pipe in accordance with AWWA C900 at locations shown on the plans and as directed by the ENGINEER. This work shall conform to the STANDARD SPECIFICATIONS for Water and Sewer Main Construction in Illinois (Seventh Edition), except as modified herein:

Sewer shall be SDR-18 PVC pipe conforming to AWWA C900 (latest edition) with joints conforming to ASTM D3139 and ASTM F477.

All sewer piping shall be tested for leakage by means of a visual test.

Sanitary sewers shall be installed on a minimum of 4-inches of granular bedding. Once the pipe has been installed the Contractor shall place bedding to 12-inches over the crown of the pipe. Bedding material will not be paid for separately but shall be included in the cost of this item.

Connections to existing sewer pipe shall be made with Non-Shear couplings. The couplings shall be equipped with stainless steel bands.

All labor; excavation; materials, including pipe, structure connections, fittings and bedding; backfilling, compacting and removal of spoils; dewatering; and equipment necessary to complete the work as specified herein shall be included in the cost of the item.

Trench backfill shall be paid for separately and installed in accordance with TRENCH BACKFILL, as specified elsewhere in these Special Provisions and as shown on the detail in the plans.

Measurement and Payment. This work shall be measured and paid for at the contract unit price per lineal foot for SANITARY SEWER, WATER MAIN QUALITY of the diameter specified.

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PAY ITEM #73 – SHUTDOWN WATER MAIN CONNECTION

Description. This work shall consist of making non-pressure, cut-in connections to existing water mains. This work shall be in accordance with Section 561 and Section 563 of the Standard Specifications, the Standard Specifications for Water and Sewer Construction in Illinois and the Village of Villa Park Water Work Procedures, except as modified herein.

Materials. Water main pipe shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, Class 52 standard thickness, with push-on joints conforming to AWWA C111, of the diameter required.

Water main fittings shall be ductile iron conforming to ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings shall be cement mortar lined and tar coated in accordance with AWWA C104. Fittings shall have mechanical joint end connections unless otherwise specified. Fittings shall include tees, crosses, reducers, and all other fittings as may be necessary to construct a connection to an existing water main.

Water main couplings shall be Krausz Hymax Grip coupling restraints of the diameter required, or approved equal.

Mechanical joint restraints shall be EBAA Iron, Inc., MEGALUG Mechanical Joint Restraints for Ductile Iron Pipe, or approved equal.

All bolts, nuts, washers, and other hardware to be installed below grade shall be Type 304 stainless steel.

Construction. The connection to the existing water main shall be accomplished by the use of fittings of the proper types and sizes, sections of new water main pipe of the proper lengths and diameters, water main couplings of the proper sizes, and mechanical joint restraints. The connection shall be made in the most direct configuration possible. The connection may be made to the existing water main or to existing valves or fittings. Cutting and removing portions of existing water main necessary to facilitate a connection shall be included in the cost of this item.

Thrust blocking of all fittings shall be in accordance with Article 41-2.08 of the Water and Sewer Specifications and the details in the plans.

The water main pipe and fittings shall be placed on a bedding of crushed aggregate of CA-7 or CA-11 gradation having a minimum thickness of 4 in. The bedding shall be placed to a minimum of 12 in. above the water main pipe and fittings.

Excavation, bedding, and backfilling will not be paid for separately but shall be included in the cost of this work.

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Method of Measurement. This work will be measured for payment as each connection made, regardless of the depth of the connection, the number or type of fittings required, the size of water main, or any other factors. No separate measurement will be made of pipe, fittings, couplings, hardware, or any other components.

Basis of Payment. This work will be paid for at the contract unit price per each for SHUTDOWN WATER MAIN CONNECTION.

PAY ITEM #74 – STEEL CASING PIPE (OPEN CUT)

Description. This work shall consist of installing steel casing pipe in open cut trench at the locations as shown on the plans in accordance with the Village Standard Detail for Casing Pipe and as directed by the Engineer.

Materials. Casing pipe and joints shall be made of metal, and of leakproof construction. Casings shall be capable of withstanding the loads superimposed upon them. Steel pipe shall have minimum yield strength of 35,000 pounds per square inch. All casing pipe shall be manufactured of new billet steel, cylindrical, with smooth bituminous coated walls inside and outside. Steel casing pipe shall conform to ASTM A53 Grade B, ASTM A139 Grade B, or pipe fabricated in accordance with AWWA C200 using ASTM A36 steel. The steel casing shall have a minimum thickness of 3/8" unless otherwise approved by the Engineer.

Construction requirements. Steel casing pipe shall be installed into place and shall include all things necessary, but not limited to, excavation sheeting/bracing, dewatering, pumping, welding, backfilling and compacting all as required for the steel casing pipe installation. During installation of the steel casing pipe and as additional lengths of steel casing pipe are placed end to end, the ends of the steel casing pipe shall be welded together so that the completed casing forms a continuous length. Ends shall be plugged in accordance with the applicable Village Standard Detail.

Trench backfill shall be installed in accordance with TRENCH BACKFILL, as specified elsewhere in these Special Provisions and as shown on the detail in the plans.

Measurement and Payment. This work will be measured and paid for at the contract unit price per foot for STEEL CASING PIPE (OPEN CUT), of the size specified.

PAY ITEM #75 – STORM SEWERS, CLASS B (PVC), 6"

Description. This work shall consist of constructing Polyvinyl Chloride (PVC) pipe storm sewers on granular bedding as shown on the plans in accordance with the detail in the plans, Sections 550 and 1040.03 of the Standard Specifications, and as specified herein.

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Materials. Storm sewers shall be Polyvinyl Chloride (PVC), SDR 26 pipe in accordance with ASTM D2241 and Section 1040.03 of the Standard Specifications. Bedding material shall be crushed gravel or stone meeting gradation CA-7 or CA-11.

Construction Requirements. Storm sewers shall be installed on a minimum of 4-inches of granular bedding. Once the pipe has been installed the Contractor shall place bedding to 12-inches over the crown of the pipe. Bedding material will not be paid for separately but shall be included in the cost of this item. The Contractor shall connect the proposed storm sewer to existing storm sewer or a drainage structure as shown on the plans or at the direction of the Engineer. The method of connection shall be approved by the Engineer prior to construction. The connection of the proposed storm sewer to the drainage system shall be included in the cost of the proposed pipe.

If required by the Engineer, the Contractor shall stabilize the trench bottom by replacing unsuitable material with CA-1 limestone. This will not be paid for separately but shall be included in this item.

Trench backfill shall be placed over the bedding material and shall be paid for as TRENCH BACKFILL.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per lineal feet for STORM SEWERS, CLASS B (PVC), 6".

PAY ITEM #76 – STORM SEWERS, RUBBER GASKET, CLASS A (RCP)

Description. This work shall consist of constructing reinforced concrete pipe storm sewers on granular bedding as shown on the plans in accordance with the detail in the plans, Sections 550 and 1042 of the Standard Specifications, and as specified herein.

Materials. Storm sewers shall be reinforced concrete pipe in accordance with Section 1042 of the Standard Specifications with rubber gasket joints meeting ASTM C-443. Bedding material shall be crushed gravel or stone meeting gradation CA-7 or CA-11.

Construction Requirements. Storm sewers shall be installed on a minimum of 4-inches of granular bedding. Once the pipe has been installed the Contractor shall place bedding to 12-inches over the crown of the pipe. Bedding material will not be paid for separately but shall be included in the cost of this item.

Connections of proposed sewer to existing sewers shall be made with non-shear mission couplings or a method approved by the Engineer. Connections to the existing drainage system and all material and equipment required to make the connections shall be included in the cost of this item.

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Trench backfill shall be placed over the bedding material and shall be paid for as TRENCH BACKFILL.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per lineal feet for STORM SEWERS, RUBBER GASKET, CLASS A (RCP), of the diameter specified.

PAY ITEM #77 – TREE PRUNING

Description. This work shall consist of performing tree pruning. This work shall be in accordance with Section 201 of the Standard Specifications and the current ANSI A300 (Part 1) – Pruning standard, except as modified herein.

All tree pruning shall be performed by a professional arborist.

Method of Measurement. This work will be measured for payment as each per tree.

Basis of Payment. This work will be paid for at the contract unit price per each for TREE PRUNING.

PAY ITEM #78 – TREES

Description. This work shall consist of furnishing and installing trees in accordance with Section 253 of the Standard Specifications and ANSIZ133.1. The VILLAGE will designate the location and type of tree to be installed from the following list of permitted parkway trees:

Sugar maple	Norway maple	Scarlet (red) maple
Crimson King maple	American linden	European linden
Busiman elm	Liberty elm	Accolade elm
Triumph elm	Gingko	Kentucky Coffee
Pin oak	Red oak	Swamp white oak
Hackberry tree	Tulip tree	Beech tree
Sweet Gum tree	Crab tree	River birch

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Skyline locust

All trees shall be 2½" caliper, balled, burlapped, transported, planted, mulched and receive one watering. Trees will be replaced only on a 1:1 basis unless otherwise directed by the ENGINEER. Trees shall be free from infectious disease or insect infestation at the time of planting. Final locations of trees will be determined in the field by the ENGINEER. Trees shall not be planted in locations that will interfere with existing or proposed utilities, and aerial utility lines.

Codes and Reference Standards. All materials shall conform to the standards adopted by the American Association of Nurserymen.

Scheduling. Fall planting shall be performed from the time the plant becomes dormant until the ground cannot be satisfactorily worked.

Shredded Hardwood Bark Mulch. Shredded hardwood bark mulch shall be free of harmful chemicals, diseases, and insects. Mulch shall have a minimum 1/8 inch dimension and a maximum length of 2-1/2".

Surface Conditions. Apply a total non-plant selective herbicide to the outline of all mass planting beds. Follow manufactures instructions for use and applications. Herbicide to be applied by a licensed applicator. Sod stripping shall be included. After herbicide manufacture recommendations for sufficient time to perform removes existing turf and vegetation debris. Dispose of offsite.

Excavation of Plant Holes.

Shape: The sides of all plant holes shall be sloped and the bottoms horizontal.

Size: Tree excavations shall be the ball depth by the ball diameter plus 24 inches. Shrub excavations shall be dug to the depth of the root ball and the ball diameter plus 18 inches. Ground cover shall be a minimum diameter and depth of the container plus 8 inches.

All excess excavated material shall be removed from the site, become property of the CONTRACTOR, or dumped at a legal offsite location.

Removal and disposal of any roots encountered during excavation of the plant hole shall be considered included in the cost of this item.

Planting. Remove all rocks and debris over 1" in diameter from top 3" of planting beds. Remove top two inches of exiting soil from entire surface of mass planting beds. Apply a 3" layer of Mushroom compost over entire surface of mass planting beds. Prepared backfill shall consist of a mixture of top soil and peat moss at a ratio of 1 cubic yard soil, 3 cubic feet of peat moss. Prepared backfill soil shall be in a loose friable condition at the time of planting. All plants shall be placed in a plumb position and set at the same

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depth and orientation as they grew in the nursery field. Tamping or watering shall accompany the backfilling operation to eliminate air pockets. Trees shall be planted on the center line of the parkway, unless otherwise directed by the VILLAGE.

Balled and Burlapped Plants. After the plant is placed in the hole, all cords and burlap shall be cut away from the trunk and the burlap and any wire baskets removed from the top of the ball.

Watering. Within two hours after the tree has been placed, tree shall be substantially watered.

Basis of Payment. This work shall be paid for at the contract unit price per EACH for TREES, regardless of the species selected by the Village.

PAY ITEM #79 – VALVE BOXES TO BE ABANDONED

Description. This work shall consist of abandoning valve boxes accordance with Section 605 of the Standard Specifications, as shown on the plans and as designated by the Engineer.

The Contractor shall remove the top section of the existing valve box to an elevation of at least 3 feet below the existing ground, and fill the valve box with compacted sand or flowable fill. In paved areas, the void above the abandoned structure shall be backfilled with trench backfill to the top of the existing pavement as directed by the Engineer. Backfill, including trench backfill shall be included in the cost of this item.

In unpaved areas, the void above the abandoned valve box shall be filled suitable fill and a minimum of 4 inches of topsoil, and restored in accordance with PARKWAY RESTORATION – SODDING, SALT TOLERANT. Backfilling abandoned valve boxes in unpaved areas shall be paid as PARKWAY RESTORATION – SODDING, SALT TOLERANT.

Basis of Payment. The work specified above shall be paid for at the contract unit price each for VALVE BOXES TO BE ABANDONED.

PAY ITEM #80 & 81 – WATER SERVICE CONNECTION

Description. This work shall consist of installing new copper water service connections and lines, complete in place from the water main to the existing water service line behind the curb stop, as shown on the plans or as directed by the Engineer. This work shall be in accordance with Section 562 of the Standard Specifications and with the Standard Specifications for Water and Sewer Construction in Illinois, except as modified herein.

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Short service connections shall be defined as those services for properties which are located adjacent to the half of the right-of-way where the water main is located. Long service connections shall be defined as those services for properties which are located adjacent to the half of the right-of-way opposite where the water main is located.

Materials. Water service line pipe shall be Type "K" seamless copper water tubing conforming to ASTM B88, of the diameter specified. The pipe shall be marked with the manufacturer's name or trademark and with markings indicating the type of the pipe.

Corporation stops shall be Mueller 300 Ball Corporation Valve Model B-25000 with AWWA taper (Mueller "CC") thread inlet and copper flare straight connection outlet.

Curb stops shall be Mueller 300 Ball Curb Valve Model B-25154 with copper flare nuts on both ends, quarter turn check, and Minneapolis pattern thread top.

Curb boxes shall be Mueller extension type curb box Model H-10302 with Minneapolis pattern base, 1-½ in. inside diameter, and 2-½ in. base tapping diameter.

Water service line couplings shall be Mueller H-15400 straight three-part unions with copper flare nuts on both ends, conforming to ANSI/AWWA C800, of the size needed.

All materials furnished as a part of this work shall comply with the latest requirements of the Federal Safe Drinking Water Act.

Construction. Where an existing water service is to be replaced, the contractor shall expose and remove the existing corporation stop. The contractor shall furnish a Smith-Blair circle repair sleeve of the appropriate diameter and of sufficient length and shall install it on the water main.

Contractor shall verify the size of the existing water service. Any service 1 in. in diameter or smaller shall be replaced with a 1 in. water service. Any services larger than 1 in. diameter shall match the size of the existing service, unless otherwise directed by the Engineer.

Contractor shall make a new connection to the water main using a tapping machine satisfactory to the Engineer. Contractor shall furnish and install a new corporation stop of the appropriate diameter on the water main. The Engineer may require that the Contractor furnish and install a tapping sleeve of the appropriate size if needed.

Contractor shall install a new water service line pipe from the corporation stop to the location of the existing curb box, or to such other location as shown in the plans or as directed by the Engineer. A single piece of copper water tubing of sufficient length to extend the full distance from the water main to the curb stop shall be utilized. Splicing of multiple sections of copper water tubing will not be permitted.

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The new water service line and all components shall be installed a minimum of 5.5 ft. below finished grade. Where other utilities are encountered, the new water service line shall be located so that a minimum of 1 ft. of clearance exists in all directions between the new water service line and all other utilities. Where the new water service line crosses other utilities, if installation of the new water service line above the utility being crossed would result in any portion of the new water service line being less than 5.5 ft. below finished grade, the new water service line shall be installed below the utility being crossed.

The new water service line and all components shall be placed on a bedding of crushed aggregate of CA-7 or CA-11 gradation having a minimum thickness of 4 in. The bedding shall be placed to a minimum of 12 in. above the water service line.

Contractor shall furnish and install a new curb stop of the appropriate diameter. Contractor shall connect the new curb stop to the existing water service line behind the curb stop. If the existing water service line behind the curb stop is of a different material or diameter than the new water service line being installed, a section of new copper water service line shall be installed behind the curb stop. The existing water service line shall then be cut by an approved method, and the end of the existing water service line shall be joined to the new water service line with a water service line coupling of the appropriate type and size.

Contractor shall furnish and install a new curb box. Contractor shall remove the existing curb box. Contractor shall install a piece of lathe or timber adjacent to the new curb box to identify its location until final restoration takes place. Contractor shall adjust the new curb box to finished grade immediately before the placement of sodding or seeding, or the completion of any other final restoration measures. Contractor shall then remove the lathe or timber.

In addition to all materials listed, Contractor shall also furnish and install all other necessary fittings, adapters, hardware, and materials necessary to complete the work as described.

Excavation, bedding, and backfilling of water service connections and lines will not be paid for separately, but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each water service connection and line installed, regardless of the length of the water service line, the depth of the water service line, conflicts with other utilities, or any other factors. No separate measurement will be made of pipe, fittings, couplings, stops, valves, or other components.

Basis of Payment. This work will be paid for at the contract unit price per each for WATER SERVICE CONNECTION (LONG), of the diameter specified, or WATER SERVICE CONNECTION (SHORT), of the diameter specified.

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PAY ITEM #82 – WATER USAGE CREDIT

Description. Pay items are provided as a part of this contract for the purpose of documenting the quantity of water obtained from the Village by the Contractor.

If the Contractor elects to obtain water from the Village, the Contractor shall comply with the Special Provision USE OF FIRE HYDRANTS. The quantity of water obtained from the Village by the Contractor shall be deducted from the contract as WATER USAGE DEDUCTION, and shall be credited to the contract as WATER USAGE CREDIT.

The WATER USAGE CREDIT pay item for this contract has been established with a unit of measurement in thousands of gallons (TGAL), a quantity of one-hundred (100.00), and a contract unit price of eight dollars and eighty-five cents (\$8.85), for a total WATER USAGE CREDIT contract price of eight-hundred eighty-five dollars and no cents (\$885.00). Bidder, in submitting a bid, accepts the quantity, contract unit price, and total contract price of the WATER USAGE CREDIT pay item.

Method of Measurement. Water usage will be measured as the actual quantity of water obtained from the Village by the Contractor, which quantity shall be rounded up to the nearest 1,000 gallons.

Basis of Payment. The water usage credit will be paid for at the contract unit price per thousand gallons (TGAL) for WATER USAGE CREDIT. The quantity paid for as WATER USAGE CREDIT will be equal to the quantity deducted as WATER USAGE DEDUCTION.

PAY ITEM #83 – WATER USAGE DEDUCTION

Description. Pay items are provided as a part of this contract for the purpose of documenting the quantity of water obtained from the Village by the Contractor.

If the Contractor elects to obtain water from the Village, the Contractor shall comply with the Special Provision USE OF FIRE HYDRANTS. The quantity of water obtained from the Village by the Contractor shall be deducted from the contract as WATER USAGE DEDUCTION, and shall be credited to the contract as WATER USAGE CREDIT.

The WATER USAGE DEDUCTION pay item for this contract has been established with a unit of measurement in thousands of gallons (TGAL), a quantity of one-hundred (100.00), and a contract unit price of a deduction of eight dollars and eighty-five cents (\$8.85), for a total WATER USAGE DEDUCTION contract price of a deduction of eight-hundred eighty-five dollars and no cents (\$885.00). Bidder, in submitting a bid, accepts the quantity, contract unit price, and total contract price of the WATER USAGE DEDUCTION pay item.

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Method of Measurement. Water usage will be measured as the actual quantity of water obtained from the Village by the Contractor, which quantity shall be rounded up to the nearest 1,000 gallons.

Basis of Payment. The water usage deduction will be deducted at the contract unit price per thousand gallons (TGAL) for WATER USAGE DEDUCTION. The quantity deducted as WATER USAGE DEDUCTION will be equal to the quantity paid for as WATER USAGE CREDIT.

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ADJUSTMENTS AND RECONSTRUCTIONS

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

“602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-1 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020.”

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

“Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.05 to read:

“603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.06 to read:

“603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-1 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface.”

Revise the first sentence of Article 603.07 to read:

“603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.”

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FRICITION AGGREGATE (D-1)

Effective: January 1, 2011

Revised: November 1, 2019

Revise Article 1004.03(a) of the Standard Specifications to read:

“1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}

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Use	Mixture	Aggregates Allowed	
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 or IL-9.5L	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}	
	SMA Ndesign 50 Surface		
HMA High ESAL	D Surface and Binder IL-9.5 SMA Ndesign 50 Surface	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>

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Use	Mixture	Aggregates Allowed	
		50% Dolomite ^{2/}	Any Mixture E aggregate
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel ^{2/} or Crushed Concrete ^{3/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel ^{2/} , Crushed Concrete ^{3/} , or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

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GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D-1)

Effective: June 26, 2006

Revised: April 1, 2016

Add the following to the end of article 1032.05 of the Standard Specifications:

“(c) Ground Tire Rubber (GTR) Modified Asphalt Binder. A quantity of 10.0 to 14.0 percent GTR (Note 1) shall be blended by dry unit weight with a PG 64-28 to make a GTR 70-28 or a PG 58-28 to make a GTR 64-28. The base PG 64-28 and PG 58-28 asphalt binders shall meet the requirements of Article 1032.05(a). Compatible polymers may be added during production. The GTR modified asphalt binder shall meet the requirements of the following table.

Test	Asphalt Grade 70-28	Asphalt Grade GTR 64-28
Flash Point (C.O.C.), AASHTO T 48, °F (°C), min.	450 (232)	450 (232)
Rotational Viscosity, AASHTO T 316 @ 275 °F (135 °C), Poises, Pa·s, max.	30 (3)	30 (3)
Softening Point, AASHTO T 53, °F (°C), min.	135 (57)	130 (54)
Elastic Recovery, ASTM D 6084, Procedure A (sieve waived) @ 77 °F, (25 °C), aged, ss, 100 mm elongation, 5 cm/min., cut immediately, %, min.	65	65

Note 1. GTR shall be produced from processing automobile and/or light truck tires by the ambient grinding method. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall contain no free metal particles or other materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois modified AASHTO T 27, a 50 g sample of the GTR shall conform to the following gradation requirements:

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Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 μm)	95 ± 5
No. 50 (300 μm)	> 20

Add the following to the end of Note 1. of article 1030.03 of the Standard Specifications:

“A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ± 0.40 percent.”

Revise 1030.02(c) of the Standard Specifications to read:

“(c) RAP Materials (Note 5)1031”

Add the following note to 1030.02 of the Standard Specifications:

Note 5. When using reclaimed asphalt pavement and/or reclaimed asphalt shingles, the maximum asphalt binder replacement percentage shall be according to the most recent special provision for recycled materials.

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D-1)

Effective: November 1, 2019

Revised: February 1, 2020

Description. This work shall consist of constructing a hot-mix asphalt (HMA) binder and/or surface course on a prepared base. Work shall be according to Sections 406 and 1030 of the Standard Specifications, except as modified herein.

Materials. Revise Article 1004.03(c) to read:

“(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20

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Class A-1	1/2 In. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 ^{1/}
	SMA 12.5 ^{2/}	CA 13 ^{4/} , CA 14, or CA 16
	SMA 9.5 ^{2/}	CA 13 ^{3/4/} or CA 16 ^{3/}
	IL-9.5	CA 16, CM 13 ^{4/}
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
	IL-9.5L	CA 16

1/ CA 16 or CA 13 may be blended with the CA 11.

2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ The specified coarse aggregate gradations may be blended.

4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve."

Revise Article 1004.03(e) of the Supplemental Specifications to read:

"(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent."

HMA Nomenclature. Revise the "High ESAL" portion of the table in Article 1030.01 to read:

"High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5"

Revise Article 1030.02 of the Standard Specifications and Supplemental Specifications to read:

"1030.02 Materials. Materials shall be according to the following.

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Item	
Article/Section	
(a) Coarse Aggregate	1004.03
(b) Fine Aggregate	1003.03
(c) RAP Material	1031
(d) Mineral Filler	1011
(e) Hydrated Lime	1012.01
(f) Slaked Quicklime (Note 1)	
(g) Performance Graded Asphalt Binder (Note 2)	1032
(h) Fibers (Note 3)	
(i) Warm Mix Asphalt (WMA) Technologies (Note 4)	

Note 1. Slaked quicklime shall be according to ASTM C 5.

Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein. The elastic recovery shall be a minimum of 80.

Note 3. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 4. Warm mix additives or foaming processes shall be selected from the Department’s Qualified Producer List, “Technologies for the Production of Warm Mix Asphalt (WMA)”.

Mixture Design. Revise Article 1030.04(a)(1) of the Standard Specifications and the Supplemental Specifications to read:

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High ESAL, MIXTURE COMPOSITION (% PASSING) ^{1/}										
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max
1 1/2 in. (37.5 mm)										
1 in. (25 mm)		100								
3/4 in. (19 mm)	90	100		100						
1/2 in. (12.5 mm)	75	89	80	100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	90	100
#8 (2.36 mm)	20	42	16	24 ^{4/}	16	32 ^{4/}	34 ^{5/}	52 ^{2/}	70	90
#16 (1.18 mm)	15	30					10	32	50	65
#30 (600 μm)			12	16	12	18				
#50 (300 μm)	6	15					4	15	15	30
#100 (150 μm)	4	9					3	10	10	18
#200 (75 μm)	3	6	7.0	9.0 ^{3/}	7.5	9.5 ^{3/}	4	6	7	9 ^{3/}
#635 (20 μm)			≤ 3.0		≤ 3.0					
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.

3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.

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- 4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

Revise Article 1030.04(b)(1) of the Standard Specifications to read:

“(1) High ESAL Mixtures. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

VOLUMETRIC REQUIREMENTS High ESAL				
Ndesign	Voids in the Mineral Aggregate (VMA), % minimum			Voids Filled with Asphalt Binder (VFA), %
	IL-19.0; Stabilized Subbase IL- 19.0	IL-9.5	IL-4.75 ^{1/}	
50	13.5	15.0	18.5	65 – 78 ^{2/}
70			65 - 75	
90				

1/ Maximum draindown for IL-4.75 shall be 0.3 percent.

2/ VFA for IL-4.75 shall be 72-85 percent.”

Revise the table in Article 1030.04(b)(3) to read:

“VOLUMETRIC REQUIREMENTS, SMA 12.5 ^{1/} and SMA 9.5 ^{1/}			
Ndesign	Design Air Voids Target %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %
80 ^{4/}	3.5	17.0 ^{2/}	75 - 83
		16.0 ^{3/}	

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- 1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.
- 2/ Applies when specific gravity of coarse aggregate is ≥ 2.760 .
- 3/ Applies when specific gravity of coarse aggregate is < 2.760 .
- 4/ Blending of different types of aggregate will not be permitted. For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

Add to the end of Article 1030.05 (d) (2) a. of the Standard Specifications:

“During production, the Contractor shall test SMA mixtures for draindown according to AASHTO T305 at a frequency of 1 per day of production.”

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

“IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steel slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours.”

Quality Control/Quality Assurance (QC/QA). Revise the third paragraph of Article 1030.05(d)(3) to read:

“If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure.”

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

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

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- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location.

When a longitudinal joint sealant (LJS) is applied, longitudinal joint density testing will not be required on the joint(s) sealed.”

Revise the second table in Article 1030.05(d)(4) and its notes to read:

"DENSITY CONTROL LIMITS			
Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density, minimum
IL-4.75	Ndesign = 50	93.0 – 97.4 % ^{1/}	91.0%
IL-9.5FG	Ndesign = 50 - 90	93.0 – 97.4 %	91.0%
IL-9.5	Ndesign = 90	92.0 – 96.0 %	90.0%
IL-9.5, IL-9.5L,	Ndesign < 90	92.5 – 97.4 %	90.0%
IL-19.0	Ndesign = 90	93.0 – 96.0 %	90.0%
IL-19.0, IL-19.0L	Ndesign < 90	93.0 ^{2/} – 97.4 %	90.0%
SMA	Ndesign = 80	93.5 – 97.4 %	91.0%

1/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge.

2/ 92.0 % when placed as first lift on an unimproved subgrade.”

Equipment. Add the following to Article 1101.01 of the Standard Specifications:

“(h) Oscillatory Roller. The oscillatory roller shall be self-propelled and provide a smooth operation when starting, stopping, or reversing directions. The oscillatory roller shall be able to operate in a mode that will provide tangential impact force

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with or without vertical impact force by using at least one drum. The oscillatory roller shall be equipped with water tanks and sprinkling devices, or other approved methods, which shall be used to wet the drums to prevent material pickup. The drum(s) amplitude and frequency of the tangential and vertical impact force shall be approximately the same in each direction and meet the following requirements:

- (1) The minimum diameter of the drum(s) shall be 42 in. (1070 mm);
- (2) The minimum length of the drum(s) shall be 57 in. (1480 mm);
- (3) The minimum unit static force on the drum(s) shall be 125 lb/in. (22 N/m); and
- (4) The minimum force on the oscillatory drum shall be 18,000 lb (80 kN)."

Construction Requirements.

Add the following to Article 406.03 of the Standard Specifications:

"(j) Oscillatory Roller 1101.01"

Revise the third paragraph of Article 406.05(a) to read:

"All depressions of 1 in. (25 mm) or more in the surface of the existing pavement shall be filled with binder. At locations where heavy disintegration and deep spalling exists, the area shall be cleaned of all loose and unsound material, tacked, and filled with binder (hand method)."

Revise Article 406.05(c) to read.

"(c) Binder (Hand Method). Binder placed other than with a finishing machine will be designated as binder (hand method) and shall be compacted with a roller to the satisfaction of the Engineer. Hand tamping will be permitted when approved by the Engineer."

Revise the special conditions for mixture IL-4.75 in Article 406.06(b)(2)e. to read:

"e. The mixture shall be overlaid within 5 days of being placed."

Revise Article 406.06(d) to read:

"(d) Lift Thickness. The minimum compacted lift thickness for HMA binder and surface courses shall be as follows.

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MINIMUM COMPACTED LIFT THICKNESS	
Mixture Composition	Thickness, in. (mm)
IL-4.75	3/4 (19) - over HMA surfaces ^{1/}
	1 (25) - over PCC surfaces ^{1/}
IL-9.5FG	1 1/4 (32)
IL-9.5, IL-9.5L	1 1/2 (38)
SMA 9.5	1 3/4 (45)
SMA 12.5	2 (51)
IL-19.0, IL-19.0L	2 1/4 (57)

1/ The maximum compacted lift thickness for mixture IL-4.75 shall be 1 1/4 in. (32 mm)."

Revise Table 1 and Note 3/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

"TABLE 1 - MINIMUM ROLLER REQUIREMENTS FOR HMA				
	Breakdown Roller (one of the following)	Intermediate Roller	Final Roller (one or more of the following)	Density Requirement
Binder and Surface ^{1/}	V _D , P ^{3/} , T _B , 3W, O _T , O _B	P ^{3/} , O _T , O _B	V _S , T _B , T _F , O _T	As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7).
IL-4.75 and SMA ^{4/} ^{5/}	T _B , 3W, O _T	--	T _F , 3W, O _T	
Bridge Decks ^{2/}	T _B	--	T _F	As specified in Articles 582.05 and 582.06.

3/ A vibratory roller (V_D) or oscillatory roller (O_T or O_B) may be used in lieu of the pneumatic-tired roller on mixtures containing polymer modified asphalt binder."

Add the following to EQUIPMENT DEFINITION in Article 406.07(a) contained in the Errata of the Supplemental Specifications:

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“O_T - Oscillatory roller, tangential impact mode. Maximum speed is 3.0 mph (4.8 km/h) or 264 ft/min (80 m/min).

O_B - Oscillatory roller, tangential and vertical impact mode, operated at a speed to produce not less than 10 vertical impacts/ft (30 impacts/m).”

Delete last sentence of the second paragraph of Article 1102.01(a) (4) b. 2.

Add to the end of Article 1102.01 (a) (4) b. 2.:

“As an option, collected dust (baghouse) may be used in lieu of manufactured mineral filler according to the following:

(a.) Sufficient collected dust (baghouse) is available for production of the SMA mix for the entire project.

(b.) A mix design was prepared based on collected dust (baghouse).

Revise Article 1030.04 (d) of the Standard Specifications to read:

“(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (IL mod AASHTO T-324) and the Tensile Strength Test (IL mod AASHTO T-283). The Department will perform a verification test on gyratory specimens compacted by the Contractor. If the mix fails the Department’s verification test, the Contractor shall make the necessary changes to the mix and resubmit compacted specimens to the Department for verification. If the mix fails again, the mix design will be rejected.

All new mix designs will be required to be tested, prior to submittal for Department verification and shall meet the following requirements:

(1) Hamburg Wheel Test criteria. The maximum allowable rut depth shall be 0.5 in. (12.5 mm). The minimum number of wheel passes at the 0.5 in. (12.5 mm) rut depth criteria shall be based on the high temperature binder grade of the mix as specified in the mix requirements table of the plans.

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Illinois Modified AASHTO T 324 Requirements ^{1/}

Asphalt Binder Grade	# Repetitions	Max Rut Depth (mm)
PG 70 -XX (or higher)	20,000	12.5
PG 64 -XX (or lower)	10,000	12.5

1/ When produced at temperatures of 275 ± 5 °F (135 ± 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions.
For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000 repetitions.

(2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 60 psi (415 kPa) for non-polymer modified performance graded (PG) asphalt binder and 80 psi (550 kPa) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 200 psi (1380 kPa)."

Production Testing. Revise first paragraph of Article 1030.06(a) of the Standard Specifications to read:

"(a) High ESAL, IL-4.75, WMA, and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip, except for SMA mixtures it will be 400 ton (363 metric ton), will be required at the beginning of HMA production for each mixture at the beginning of each construction year according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures". At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results."

Add the following after the sixth paragraph in Article 1030.06 (a) of the Standard Specifications:

"The Hamburg Wheel test shall also be conducted on all HMA mixtures from a sample taken within the first 500 tons (450 metric tons) on the first day of production or during start up with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is

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completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract.

If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria”

Method of Measurement:

Add the following after the fourth paragraph of Article 406.13 (b):

“The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design’s G_{mb}.”

Basis of Payment. Replace the second through the fifth paragraphs of Article 406.14 with the following:

“HMA binder and surface courses will be paid for at the contract unit price per ton (metric ton) for MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS; HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), of the Ndesign specified; HOT-MIX ASPHALT BINDER COURSE, of the mixture composition and Ndesign specified; HOT-MIX ASPHALT SURFACE COURSE, of the mixture composition, friction aggregate, and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), of the Ndesign specified; POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, of the mixture composition and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, of the mixture composition, friction aggregate, and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, of the mixture composition and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, of the mixture composition, friction aggregate, and Ndesign specified.”

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (D-1)

Effective: November 1, 2012

Revise: November 1, 2019

Revise Section 1031 of the Standard Specifications to read:

“SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Central Bureau of Materials approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve. RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
 - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
 - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

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

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non-Quality, FRAP -#4 or Type 2 RAS", etc...)
 - (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations

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shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mixture composition of the mix design.

- (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, HMA (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 in. (75 mm) single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or HMA (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP or FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, plant cleanout etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall be sufficiently separated to prevent intermingling at the base. Each stockpile shall be signed indicating what type of RAS is present.

However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of Type 1 RAS with Type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval. The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the

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AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

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

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

(a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.

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

(2) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.

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

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

(b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.

(1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons

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

- (2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

The Contractor shall obtain and make available all test results from start of the initial stockpile sampled and tested at the shingle processing facility in accordance with the facility's QC Plan.

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

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

- (a) Evaluation of FRAP Test Results. All test results shall be compiled to include asphalt binder content, gradation and, when applicable (for slag), G_{mm} . A five test average of results from the original pile will be used in the mix designs. Individual extraction test results run thereafter, shall be compared to the average used for the mix design, and will be accepted if within the tolerances listed below.

Parameter	FRAP
No. 4 (4.75 mm)	$\pm 6 \%$
No. 8 (2.36 mm)	$\pm 5 \%$
No. 30 (600 μm)	$\pm 5 \%$
No. 200 (75 μm)	$\pm 2.0 \%$
Asphalt Binder	$\pm 0.3 \%$
G_{mm}	± 0.03 ^{1/}

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- 1/ For stockpile with slag or steel slag present as determined in the current Manual of Test Procedures Appendix B 21, "Determination of Reclaimed Asphalt Pavement Aggregate Bulk Specific Gravity".

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the FRAP stockpile shall not be used in Hot-Mix Asphalt unless the FRAP representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

The Contractor shall maintain a representative moving average of five tests to be used for Hot-Mix Asphalt production.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the ITP, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)" or Illinois Modified AASHTO T-164-11, Test Method A.

- (b) Evaluation of RAS Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. A five test average of results from the original pile will be used in the mix designs. Individual test results run thereafter, when compared to the average used for the mix design, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (600 µm)	± 4 %
No. 200 (75 µm)	± 2.5 %
Asphalt Binder Content	± 2.0 %

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the RAS shall not be used in Hot-Mix Asphalt unless the RAS representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

- (c) Quality Assurance by the Engineer. The Engineer may witness the sampling and splitting conduct assurance tests on split samples taken by the Contractor for quality control testing a minimum of once a month.

The overall testing frequency will be performed over the entire range of Contractor samples for asphalt binder content and gradation. The Engineer may

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select any or all split samples for assurance testing. The test results will be made available to the Contractor as soon as they become available.

The Engineer will notify the Contractor of observed deficiencies.

Differences between the Contractor’s and the Engineer’s split sample test results will be considered acceptable if within the following limits.

Test Parameter	Acceptable Limits of Precision	
	FRAP	RAS
% Passing: ^{1/}		
1/2 in.	5.0%	
No. 4	5.0%	
No. 8	3.0%	4.0%
No. 30	2.0%	4.0%
No. 200	2.2%	4.0%
Asphalt Binder Content	0.3%	3.0%
G _{mm}	0.030	

1/ Based on washed extraction.

In the event comparisons are outside the above acceptable limits of precision, the Engineer will immediately investigate.

(d) Acceptance by the Engineer. Acceptable of the material will be based on the validation of the Contractor’s quality control by the assurance process.

1031.05 Quality Designation of Aggregate in RAP and FRAP.

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

- (1) RAP from Class I, HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
- (2) RAP from HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
- (3) RAP from Class I, HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.

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(4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

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

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant laboratory prequalified by the Department for the specified testing. The consultant laboratory shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the Central Bureau of Materials Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

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

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

(1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.

(2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.

(3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.

(4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course

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widening shall be FRAP in which the coarse aggregate is Class C quality or better.

- (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.

When FRAP is used alone or FRAP is used in conjunction with RAS, the percent of virgin asphalt binder replacement (ABR) shall not exceed the amounts listed below for a given N Design.

Maximum Asphalt Binder Replacement (ABR) for FRAP with RAS Combination

HMA Mixtures ^{1/ 2/ 4/}	Maximum % ABR		
	Binder ^{5/}	Surface ^{5/}	Polymer Modified ^{3/}
30L	50	40	30
50	40	35	30
70	40	30	30
90	40	30	30
SMA			30
IL-4.75			40

1/ For Low ESAL HMA shoulder and stabilized subbase, the percent asphalt binder replacement shall not exceed 50 % of the total asphalt binder in the mixture.

2/ When the binder replacement exceeds 15 % for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 % binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 %, the required virgin asphalt binder grade shall be PG64-28.

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- 3/ When the ABR for SMA or IL-4.75 is 15 % or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.
- 4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10 %.
- 5/ When the mix has Illinois Flexibility Index Test (I-FIT) requirements, the maximum percent asphalt binder replacement designated on the table may be increased by 5%.

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

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design.

The RAP, FRAP and RAS stone specific gravities (G_{sb}) shall be according to the "Determination of Aggregate Bulk (Dry) Specific Gravity (G_{sb}) of Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)" procedure in the Department's Manual of Test Procedures for Materials.

1031.08 HMA Production. HMA production utilizing FRAP and/or RAS shall be as follows.

A scalping screen, gator, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAS and FRAP feed system to remove or reduce oversized and agglomerated material.

If during mix production, corrective actions fail to maintain FRAP, RAS or QC/QA test results within control tolerances or the requirements listed herein, the Contractor shall cease production of the mixture containing FRAP or RAS and conduct an investigation that may require a new mix design.

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- (a) FRAP. The coarse aggregate in all FRAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.
- (b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.
- (c) HMA Plant Requirements. HMA plants utilizing FRAP and/or RAS shall be capable of automatically recording and printing the following information.
- (1) Dryer Drum Plants.
- a. Date, month, year, and time to the nearest minute for each print.
 - b. HMA mix number assigned by the Department.
 - c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
 - f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
 - g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
 - h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)
 - i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
 - j. Accumulated mixture tonnage.

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k. Dust Removed (accumulated to the nearest 0.1 ton (0.1 metric ton))

(2) Batch Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- d. Mineral filler weight to the nearest pound (kilogram).
- e. RAS and FRAP weight to the nearest pound (kilogram).
- f. Virgin asphalt binder weight to the nearest pound (kilogram).
- g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

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

1031.09 RAP in Aggregate Surface Course and Aggregate Wedge Shoulders, Type B. The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used shall be according to the current Central Bureau of Materials Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- (c) Gradation. The RAP material shall meet the gradation requirements for CA 6 according to Article 1004.01(c), except the requirements for the minus No. 200 (75 µm) sieve shall not apply. The sample for the RAP material shall be air dried to constant weight prior to being tested for gradation."

BDE SPECIAL PROVISIONS
For the November 6, 2020 Letting

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

File Name	#	Special Provision Title	Effective	Revised
80099	1	<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	April 1, 2020
80274	2	<input type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192	3	<input type="checkbox"/> Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4	<input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426	5	<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	
80241	6	<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
50261	7	<input type="checkbox"/> Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	8	<input type="checkbox"/> Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	9	<input type="checkbox"/> Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	10	<input type="checkbox"/> Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80425	11	<input type="checkbox"/> Cape Seal	Jan. 1, 2020	
80384	12	<input type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
80198	13	<input checked="" type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
80199	14	<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	15	<input type="checkbox"/> Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	16	<input type="checkbox"/> Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80277	17	<input type="checkbox"/> Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
80261	18	<input checked="" type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80387	19	<input type="checkbox"/> Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	
80029	20	<input type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
80402	21	<input type="checkbox"/> Disposal Fees	Nov. 1, 2018	
80378	22	<input type="checkbox"/> Dowel Bar Inserter	Jan. 1, 2017	Jan. 1, 2018
80405	23	<input type="checkbox"/> Elastomeric Bearings	Jan. 1, 2019	
80421	24	<input type="checkbox"/> Electric Service Installation	Jan. 1, 2020	
80415	25	<input checked="" type="checkbox"/> Emulsified Asphalts	Aug. 1, 2019	
80423	26	<input type="checkbox"/> Engineer's Field Office and Laboratory	Jan. 1, 2020	
80388	27	<input checked="" type="checkbox"/> Equipment Parking and Storage	Nov. 1, 2017	
80229	28	<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80417	29	<input type="checkbox"/> Geotechnical Fabric for Pipe Underdrains and French Drains	Nov. 1, 2019	
80420	30	<input type="checkbox"/> Geotextile Retaining Walls	Nov. 1, 2019	
* 80304	31	<input type="checkbox"/> Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2020
* 80422	32	<input type="checkbox"/> High Tension Cable Median Barrier	Jan. 1, 2020	Nov. 1, 2020
80416	33	<input type="checkbox"/> Hot-Mix Asphalt – Binder and Surface Course	July 2, 2019	Nov. 1, 2019
80398	34	<input type="checkbox"/> Hot-Mix Asphalt – Longitudinal Joint Sealant	Aug. 1, 2018	Nov. 1, 2019
80406	35	<input type="checkbox"/> Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT Data Collection)	Jan. 1, 2019	Jan. 2, 2020
80347	36	<input type="checkbox"/> Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	July 2, 2019
80383	37	<input type="checkbox"/> Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	July 2, 2019
80411	38	<input type="checkbox"/> Luminaires, LED	April 1, 2019	
80393	39	<input checked="" type="checkbox"/> Manholes, Valve Vaults, and Flat Slab Tops	Jan. 1, 2018	March 1, 2019
80045	40	<input type="checkbox"/> Material Transfer Device	June 15, 1999	Aug. 1, 2014
* 80418	41	<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
80424	42	<input type="checkbox"/> Micro-Surfacing and Slurry Sealing	Jan. 1, 2020	
80428	43	<input type="checkbox"/> Mobilization	April 1, 2020	
80165	44	<input type="checkbox"/> Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80412	45	<input type="checkbox"/> Obstruction Warning Luminaires, LED	Aug. 1, 2019	
80349	46	<input type="checkbox"/> Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016

80371	47	<input type="checkbox"/>	Pavement Marking Removal	July 1, 2016	
80389	48	<input checked="" type="checkbox"/>	Portland Cement Concrete	Nov. 1, 2017	
80430	49	<input type="checkbox"/>	Portland Cement Concrete – Haul Time	July 1, 2020	
80359	50	<input type="checkbox"/>	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Nov. 1, 2019
80431	51	<input type="checkbox"/>	Portland Cement Concrete Pavement Patching	July 1, 2020	
80432	52	<input type="checkbox"/>	Portland Cement Concrete Pavement Placement	July 1, 2020	
80300	53	<input type="checkbox"/>	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
34261	54	<input type="checkbox"/>	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	55	<input type="checkbox"/>	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	56	<input type="checkbox"/>	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 2, 2020
80407	57	<input type="checkbox"/>	Removal and Disposal of Regulated Substances	Jan. 1, 2019	Jan. 1, 2020
80419	58	<input type="checkbox"/>	Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Nov. 1, 2019	April 1, 2020
80395	59	<input type="checkbox"/>	Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
80340	60	<input type="checkbox"/>	Speed Display Trailer	April 2, 2014	Jan. 1, 2017
80127	61	<input type="checkbox"/>	Steel Cost Adjustment	April 2, 2004	Aug. 1, 2017
80408	62	<input type="checkbox"/>	Steel Plate Beam Guardrail Manufacturing	Jan. 1, 2019	
80413	63	<input type="checkbox"/>	Structural Timber	Aug. 1, 2019	
80397	64	<input type="checkbox"/>	Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	65	<input type="checkbox"/>	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80317	66	<input type="checkbox"/>	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	Aug. 1, 2019
80298	67	<input type="checkbox"/>	Temporary Pavement Marking	April 1, 2012	April 1, 2017
80403	68	<input type="checkbox"/>	Traffic Barrier Terminal, Type 1 Special	Nov. 1, 2018	
80409	69	<input type="checkbox"/>	Traffic Control Devices - Cones	Jan. 1, 2019	
80410	70	<input type="checkbox"/>	Traffic Spotters	Jan. 1, 2019	
20338	71	<input type="checkbox"/>	Training Special Provisions	Oct. 15, 1975	
80318	72	<input type="checkbox"/>	Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
80429	73	<input type="checkbox"/>	Ultra-Thin Bonded Wearing Course	April 1, 2020	
80288	74	<input type="checkbox"/>	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	75	<input type="checkbox"/>	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80414	76	<input type="checkbox"/>	Wood Fence Sight Screen	Aug. 1, 2019	April 1, 2020
80427	77	<input type="checkbox"/>	Work Zone Traffic Control Devices	Mar. 2, 2020	
80071	78	<input type="checkbox"/>	Working Days	Jan. 1, 2002	

The following special provisions are in the 2020 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80404	Coarse Aggregate Quality for Micro-Surfacing and Cape Seals	Article 1004.01(b)	Jan. 1, 2019	
80392	Lights on Barricades	Articles 701.16, 701.17(c)(2) & 603.07	Jan. 1, 2018	
80336	Longitudinal Joint and Crack Patching	Check Sheet #36	April 1, 2014	April 1, 2016
80400	Mast Arm Assembly and Pole	Article 1077.03(b)	Aug. 1, 2018	
80394	Metal Flared End Section for Pipe Culverts	Articles 542.07(c) and 542.11	Jan. 1, 2018	April 1, 2018
80390	Payments to Subcontractors	Article 109.11	Nov. 2, 2017	

The following special provisions have been deleted from use.

<u>File Name</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80328	Progress Payments	Nov. 2, 2013	

The following special provisions require additional information from the designer. The additional information needs to be submitted as a separate document. The Project Coordination and Implementation section will then include the information in the applicable special provision.

- 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 85 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 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

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

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

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/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

EMULSIFIED ASPHALTS (BDE)

Effective: August 1, 2019

Revise Article 1032.06 of the Standard Specifications to read:

“1032.06 Emulsified Asphalts. Emulsified asphalts will be accepted according to the current Bureau of Materials Policy Memorandum, “Emulsified Asphalt Acceptance Procedure”. These materials shall be homogeneous and shall show no separation of asphalt after thorough mixing, within 30 days after delivery, provided separation has not been caused by freezing. They shall coat the aggregate being used in the work to the satisfaction of the Engineer and shall be according to the following requirements.

- (a) **Anionic Emulsified Asphalt.** Anionic emulsified asphalts RS-1, RS-2, HFRS-2, SS-1h, and SS-1 shall be according to AASHTO M 140, except as follows.
- (1) The cement mixing test will be waived when the emulsion is being used as a tack coat.
 - (2) The Solubility in Trichloroethylene test according to AASHTO T 44 may be run in lieu of Ash Content and shall meet a minimum of 97.5 percent.
- (b) **Cationic Emulsified Asphalt.** Cationic emulsified asphalts CRS-1, CRS-2, CSS-1h, and CSS-1 shall be according to AASHTO M 208, except as follows.
- (1) The cement mixing test will be waived when the emulsion is being used as a tack coat.
 - (2) The Solubility in Trichloroethylene test according to AASHTO T 44 may be run in lieu of Ash Content and shall meet a minimum of 97.5 percent.
- (c) **High Float Emulsion.** High float emulsions HFE-90, HFE-150, and HFE-300 are medium setting and shall be according to the following table.

Test	HFE-90	HFE-150	HFE-300
Viscosity, Saybolt Furol, at 122 °F (50 °C), (AASHTO T 59), SFS ^{1/}	50 min.	50 min.	50 min.
Sieve Test, No. 20 (850 µm), retained on sieve, (AASHTO T 59), %	0.10 max.	0.10 max.	0.10 max.
Storage Stability Test, 1 day, (AASHTO T 59), %	1 max.	1 max.	1 max.
Coating Test (All Grades), (AASHTO T 59), 3 minutes	stone coated thoroughly		
Distillation Test, (AASHTO T 59): Residue from distillation test to 500 °F (260 °C), % Oil distillate by volume, %	65 min. 7 max.	65 min. 7 max.	65 min. 7 max.

Characteristics of residue from distillation test to 500 °F (260 °C): Penetration at 77 °F (25 °C), (AASHTO T 49), 100 g, 5 sec, dmm	90-150	150-300	300 min.
Float Test at 140 °F (60 °C), (AASHTO T 50), sec.	1200 min.	1200 min.	1200 min.

1/ The emulsion shall be pumpable.

- (d) Penetrating Emulsified Prime. Penetrating Emulsified Prime (PEP) shall be according to AASHTO T 59, except as follows.

Test	Result
Viscosity, Saybolt Furol, at 77 °F (25 °C), SFS	75 max.
Sieve test, retained on No. 20 (850 µm) sieve, %	0.10 max.
Distillation to 500 °F (260 °C) residue, %	38 min.
Oil distillate by volume, %	4 max.

The PEP shall be tested according to the current Bureau of Materials Illinois Laboratory Test Procedure (ILTP), "Sand Penetration Test of Penetrating Emulsified Prime (PEP)". The time of penetration shall be equal to or less than that of MC-30. The depth of penetration shall be equal to or greater than that of MC-30.

- (e) Delete this subparagraph.

- (f) Polymer Modified Emulsified Asphalt. Polymer modified emulsified asphalts, e.g. SS-1hP, CSS-1hP, CRS-2P (formerly CRSP), CQS-1hP (formerly CSS-1h Latex Modified) and HFRS-2P (formerly HFP) shall be according to AASHTO M 316, except as follows.

- (1) The cement mixing test will be waived when the polymer modified emulsion is being used as a tack coat.
- (2) CQS-1hP (formerly CSS-1h Latex Modified) emulsion for micro-surfacing treatments shall use latex as the modifier.
- (3) Upon examination of the storage stability test cylinder after standing undisturbed for 24 hours, the surface shall show minimal to no white, milky colored substance and shall be a homogenous brown color throughout.
- (4) The distillation for all polymer modified emulsions shall be performed according to AASHTO T 59, except the temperature shall be 374 ± 9 °F (190 ± 5 °C) to be held for a period of 15 minutes and measured using an ASTM 16F (16C) thermometer.
- (5) The specified temperature for the Elastic Recovery test for all polymer modified emulsions shall be 50.0 ± 1.0 °F (10.0 ± 0.5 °C).

(6) The Solubility in Trichloroethylene test according to AASHTO T 44 may be run in lieu of Ash Content and shall meet a minimum of 97.5 percent.

(g) Non-Tracking Emulsified Asphalt. Non-tracking emulsified asphalt NTEA (formerly SS-1vh) shall be according to the following.

Test	Requirement
Saybolt Viscosity at 77 °F (25 °C), (AASHTO T 59), SFS	20-100
Storage Stability Test, 24 hr, (AASHTO T 59), %	1 max.
Residue by Distillation, 500 ± 10 °F (260 ± 5 °C), or Residue by Evaporation, 325 ± 5 °F (163 ± 3 °C), (AASHTO T 59), %	50 min.
Sieve Test, No. 20 (850 µm), (AASHTO T 59), %	0.3 max.
Tests on Residue from Evaporation	
Penetration at 77 °F (25 °C), 100 g, 5 sec, (AASHTO T 49), dmm	40 max.
Softening Point, (AASHTO T 53), °F (°C)	135 (57) min.
Ash Content, (AASHTO T 111), % ^{1/}	1 max.

1/ The Solubility in Trichloroethylene test according to AASHTO T 44 may be run in lieu of Ash Content and shall meet a minimum of 97.5 percent

The different grades are, in general, used for the following.

Grade	Use
SS-1, SS-1h, RS-1, RS-2, CSS-1, CRS-1, CRS-2, CSS-1h, HFE-90, SS-1hP, CSS-1hP, NTEA (formerly SS-1vh)	Tack Coat
PEP	Prime Coat
RS-2, HFE-90, HFE-150, HFE-300, CRS-2P (formerly CRSP), HFRS-2P (formerly HFP), CRS-2, HFRS-2	Bituminous Surface Treatment
CQS-1hP (formerly CSS-1h Latex Modified)	Micro-Surfacing Slurry Sealing Cape Seal™

MANHOLES, VALVE VAULTS, AND FLAT SLAB TOPS (BDE)

Effective: January 1, 2018

Revised: March 1, 2019

Description. In addition to those manufactured according to the current standards included in this contract, manholes, valve vaults, and flat slab tops manufactured prior to March 1, 2019, according to the previous Highway Standards listed below will be accepted on this contract:

Product	Previous Standards		
Precast Manhole Type A, 4' (1.22 m) Diameter	602401-05	602401-04	602401-03
Precast Manhole Type A, 5' (1.52 m) Diameter	602402-01	602402	602401-03
Precast Manhole Type A, 6' (1.83 m) Diameter	602406-09	602406-08	602406-07
Precast Manhole Type A, 7' (2.13 m) Diameter	602411-07	602411-06	602411-05
Precast Manhole Type A, 8' (2.44 m) Diameter	602416-07	602416-06	602416-05
Precast Manhole Type A, 9' (2.74 m) Diameter	602421-07	602421-06	602421-05
Precast Manhole Type A, 10' (3.05 m) Diameter	602426-01	602426	
Precast Valve Vault Type A, 4' (1.22 m) Diameter	602501-04	602501-03	602501-02
Precast Valve Vault Type A, 5' (1.52 m) Diameter	602506-01	602506	602501-02
Precast Reinforced Concrete Flat Slab Top	602601-05	602601-04	

The following revisions to the Standard Specifications shall apply to manholes, valve vaults, and flat slab tops manufactured according to the current standards included in this contract:

Revise Article 602.02(g) of the Standard Specifications to read:

“(g) Structural Steel (Note 4)..... 1006.04

Note 4. All components of the manhole joint splice shall be galvanized according to the requirements of AASHTO M 111 or M 232 as applicable.”

Add the following to Article 602.02 of the Standard Specifications:

“(s) Anchor Bolts and Rods (Note 5)..... 1006.09

Note 5. The threaded rods for the manhole joint splice shall be according to the requirements of ASTM F 1554, Grade 55, (Grade 380).”

Revise the second paragraph of Article 1042.10 of the Standard Specifications to read:

“Catch basin Types A, B, C, and D; Manhole Type A; Inlet Types A and B; Drainage Structures Types 1, 2, 3, 4, 5, and 6; Valve Vault Type A; and reinforced concrete flat slab top (Highway Standard 602601) shall be manufactured according to AASHTO M 199 (M 199M), except as shown on the plans. Additionally, catch basins, inlets, and drainage structures shall have a minimum concrete compressive strength of 4500 psi (31,000 kPa) at 28 days and manholes,

valve vaults, and reinforced concrete flat slab tops shall have a minimum concrete compressive strength of 5000 psi (34,500 kPa) at 28 days.”

80393

PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2017

Revise the Air Content % of Class PP Concrete in Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

"TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA		
Class of Conc.	Use	Air Content %
PP	Pavement Patching Bridge Deck Patching (10)	
	PP-1	4.0 - 8.0"
	PP-2	
	PP-3	
	PP-4	
	PP-5	

Revise Note (4) at the end of Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

"(4) For all classes of concrete, the maximum slump may be increased to 7 in (175 mm) when a high range water-reducing admixture is used. For Class SC, the maximum slump may be increased to 8 in. (200 mm). For Class PS, the maximum slump may be increased to 8 1/2 in. (215 mm) if the high range water-reducing admixture is the polycarboxylate type."

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

SPECIAL PROVISION
FOR
BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALS

Effective: January 1, 2001
Revised: January 2, 2012

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

Replace Article 102.01 of the Standard Specifications with the following:

"Prequalification of Bidders. When prequalification is required and the Awarding Authority for contract construction work is the County Board of a County, the Council, the City Council, or the President and Board of Trustees of a city, village, or town, each prospective bidder, in evidence of competence, shall furnish the Awarding Authority as a prerequisite to the release of proposal forms by the Awarding Authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Department of Transportation, according to the Department's "Prequalification Manual".

The two low bidders must file, within 24 hours after the letting, a sworn affidavit in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work, using the blank form made available for this affidavit. One copy shall be filed with the Awarding Authority and two copies with IDOT's District office.

Issuance of Proposal Forms. The Awarding Authority reserves the right to refuse to issue a proposal form for bidding purposes for any of the following reasons:

- (a) Lack of competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in the prequalification procedures.
- (b) Uncompleted work which, in the judgment of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
- (c) False information provided on a bidder's "Affidavit of Availability".
- (d) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of proposal forms.
- (e) Failure to comply with any prequalification regulations of the Department.
- (f) Default under previous contracts.
- (g) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
- (h) When the Contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.
- (i) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.

- (j) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

Interpretation of Quantities in the Bid Schedule. 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.

Examination of Plans, Specifications, Special Provisions, and Site of Work. The bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all requirements for the performance of the work. If his/her bid is accepted, the bidder shall be responsible for all errors in the proposal resulting from his/her failure or neglect to comply with these instructions. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the proposal and advertised contract. Any prospective bidder, who desires an explanation or interpretation of the plans, specification, or any of the contract documents, shall request such in writing from the Awarding Authority, in sufficient time to allow a written reply by the Awarding Authority that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the contract documents, plans, and specifications will be furnished to all prospective bidders in the form determined by the Awarding Authority including, but not limited to, an addendum, if the information is deemed by the Awarding Authority to be necessary in submitting bids or if the Awarding Authority concludes the information would aid competition. Oral explanations, interpretations, or instructions given before the submission of bids unless at a prebid conference will not be binding on the Awarding Authority.

Preparation of the Proposal. Bidders shall submit their proposals on the form furnished by the Awarding Authority. The proposal shall be executed properly, and bids shall be made for all items indicated in the proposal form, except when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate in figures, a unit price for each of the separate items called for in the proposal form; the bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the proposal form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written in ink.

If the proposal is made by an individual, that individual's name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation, the proposal shall show the names, titles, and business addresses of the president, corporate secretary and treasurer. The proposal shall be signed by president or someone with authority to execute contracts and attested by the corporate secretary or someone with authority to execute or attest to the execution of contracts.

When prequalification is required, the proposal form shall be submitted by an authorized bidder in the same name and style as shown on the "Contractor's Statement of Experience and Financial Condition" used for prequalification.

Rejection of Proposals. The Awarding Authority reserves the right to reject any proposal for any of the conditions in "Issuance of Proposal Forms" or for any of the following reasons:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same name or different names.
- (b) Evidence of collusion among bidders.
- (c) Unbalanced proposals in which the bid prices for some items are, in the judgment of the Awarding Authority, out of proportion to the bid prices for other items.
- (d) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
- (e) If the proposal form is other than that furnished by the Awarding Authority; or if the form is altered or any part thereof is detached.
- (f) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- (g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (h) If the proposal is not accompanied by the proper proposal guaranty.
- (i) If the proposal is prepared with other than ink or typewriter, or otherwise fails to meet the requirements of the above "Preparation of Proposal" section.

Proposal Guaranty. Each proposal shall be accompanied by a bid bond on the Department form contained in the proposal, executed by a corporate surety company satisfactory to the Awarding Authority, by a bank cashier's check or a properly certified check for not less than five percent of the amount bid, or for the amount specified in the following schedule:

<u>Amount Bid</u>		<u>Proposal Guaranty</u>
Up to	\$5,000	\$150
>\$5,000	\$10,000	\$300
>\$10,000	\$50,000	\$1,000
>\$50,000	\$100,000	\$3,000
>\$100,000	\$150,000	\$5,000
>\$150,000	\$250,000	\$7,500
>\$250,000	\$500,000	\$12,500
>\$500,000	\$1,000,000	\$25,000
>\$1,000,000	\$1,500,000	\$50,000
>\$1,500,000	\$2,000,000	\$75,000
>\$2,000,000	\$3,000,000	\$100,000
>\$3,000,000	\$5,000,000	\$150,000
>\$5,000,000	\$7,500,000	\$250,000
>\$7,500,000	\$10,000,000	\$400,000
>\$10,000,000	\$15,000,000	\$500,000
>\$15,000,000	\$20,000,000	\$600,000
>\$20,000,000	\$25,000,000	\$700,000
>\$25,000,000	\$30,000,000	\$800,000
>\$30,000,000	\$35,000,000	\$900,000
Over	\$35,000,000	\$1,000,000

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must equal to the sum of the proposal guaranties which would be required for each individual proposal.

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the County Treasurer, when a County is the Awarding Authority; or the City, Village, or Town Treasurer, when a city, village, or town is the Awarding Authority.

The proposal guaranty checks of all, except the two lowest responsible, will be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guaranty checks of the two lowest bidders will be returned as soon as the contract and contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

After a period of three working days has elapsed after the date of opening proposals, the Awarding Authority may permit the two lowest bidders to substitute for the bank cashier's checks or certified checks submitted with their proposals as proposal guaranties, bid bonds on the Department forms executed by corporate surety companies satisfactory to the Awarding Authority.

Delivery of Proposals. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Authority 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.

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

Public Opening of Proposals. Proposals will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

Consideration of Proposals. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. In awarding contracts, the Awarding Authority will, in addition to considering the amounts stated in the proposals, take into consideration the responsibility of the various bidders as determined from a study of the data required under "Prequalification of Bidders", and from other investigations which it may elect to make.

The right is reserved to reject any or all proposals, to waive technicalities, or to advertise for new proposals, if in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

Award of Contract. The award of contract will be made within 45 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter of intent that his/her bid has been accepted, and subject to the following conditions, the bidder will be the Contractor.

An approved contract executed by the Awarding Authority is required before the Awarding Authority is bound. An award may be cancelled any time by the Awarding Authority prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

If a contract is not awarded within 45 days after the opening of proposals, bidders may file a written request with the Awarding Authority for the withdrawal of their bid, and the Awarding Authority will permit such withdrawal.

Requirement of Contract Bond. The Contractor shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. The surety shall be acceptable to the Awarding Authority, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Awarding Authority.

Execution of Contract. The contract shall be executed by the successful bidder and returned, together with the Contract Bond, within 15 days after the contract has been mailed to the bidder.

If the bidder to whom the award is made is a corporation organized under the laws of a State other than Illinois, the bidder shall furnish the Awarding Authority a copy of the corporation's Certificate of Authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish such evidence of a Certificate of Authority within the time required will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the Awarding Authority, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

Failure to Execute Contract. If the contract is not executed by the Awarding Authority within 15 days following receipt from the bidder of the properly executed contracts and bonds, the bidder shall have the right to withdraw his/her bid without penalty.

Failure of the successful bidder to execute the contract and file acceptable bonds within 15 days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Awarding Authority, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be readvertised and constructed under contract, or otherwise, as the Awarding Authority may decide."

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

SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES

Effective: January 1, 1999

Revised: January 1, 2007

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

Replace Article 105.07 of the Standard Specifications with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DUPAGE COUNTY

CHRISTOPHER B. BURKE ENGINEERING, LTD

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

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & StreetsSPECIAL PROVISION
FOR
WAGES OF EMPLOYEES ON PUBLIC WORKSEffective: January 1, 1999
Revised: January 1, 2012

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the public body shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of not less than three years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall no later than the tenth day of each calendar month file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
4. **Employees Interviews.** The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

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

SPECIAL PROVISION
FOR
EQUIPMENT RENTAL RATES

Effective: January 1, 2012

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

Replace Article 109.04(b)(4) with the following:

- "(4) Equipment. For any machinery or special equipment (other than small tools) the use of which has been authorized by the Engineer, the Contractor will be paid according to the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE" and latest index factor as issued by the Illinois Department of Transportation. The equipment should be of a type and size reasonably required to complete the extra work."

CE)

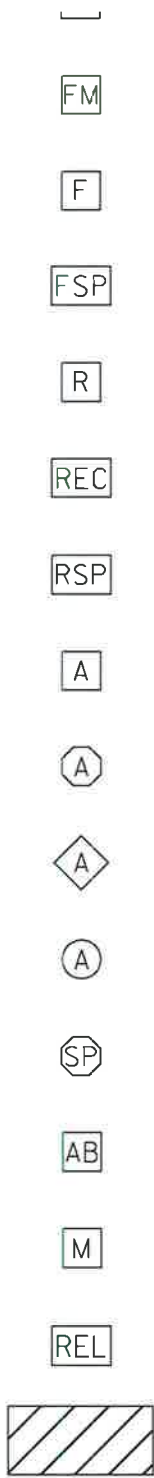
C&G CURB & GUTTER
D DEGREE OF CURVE
DC DEPRESSED CURVE
DET DETECTOR
DIA DIAMETER
DIST DISTRICT
DOM DOMESTIC
DBL DOUBLE
DSEL DOWNSTREAM ELEVATION
DSFL DOWNSTREAM FLOWLINE
DR DRAINAGE OR DRIVE
DI DRAINAGE INLET OR DROP INLET
DRV DRIVEWAY
DCT DUCT
EA EACH
EB EASTBOUND
EOP EDGE OF PAVEMENT
E-CL EDGE TO CENTERLINE
E-E EDGE TO EDGE
EL ELEVATION
ENTR ENTRANCE
EXC EXCAVATION
EX EXISTING
EXPWAY EXPRESSWAY
E EXTERNAL DISTANCE OF HORIZONTAL CURVE
E OFFSET DISTANCE TO VERTICAL CURVE
F-F FACE TO FACE
FA FEDERAL AID
FAI FEDERAL AID INTERSTATE
FAP FEDERAL AID PRIMARY
FAS FEDERAL AID SECONDARY
FAUS FEDERAL AID URBAN SECONDARY
FP FENCE POST
FE FIELD ENTRANCE
FH FIRE HYDRANT
FL FLOW LINE
FB FOOT BRIDGE
FDN FOUNDATION
FR FRAME
F&G FRAME & GRATE
FRWAY FREEWAY
GAL GALLON
GALV GALVANIZED
G GARAGE
GM GAS METER
GV GAS VALVE
GRAN GRANULAR
GR GRATE
GRVL GRAVEL
GND GROUND
GUT GUTTER
GP GUY POLE
GW GUY WIRE
HH HANDHOLE
HATCH HATCHING

HDUTY HEAVY DUTY
ha HECTARE
HMA HOT MIX ASPHALT
HWY HIGHWAY
HORIZ HORIZONTAL
HSE HOUSE
IL ILLINOIS
IMP IMPROVEMENT
IN DIA INCH DIAMETER
INL INLET
INST INSTALLATION
IDS INTERSECTION DESIGN STUDY
INV INVERT
IP IRON PIPE
IR IRON ROD
JT JOINT
kg KILOGRAM
km KILOMETER
LS LANDSCAPING
LN LANE
LT LEFT
LP LIGHT POLE
LGT LIGHTING
LF LINEAL FEET OR LINEAR FEET
L LITER OR CURVE LENGTH
LC LONG CHORD
LNG LONGITUDINAL
L SUM LUMP SUM
MACH MACHINE
MB MAIL BOX
MH MANHOLE
MATL MATERIAL
MED MEDIAN
m METER
METH METHOD
M MID-ORDINATE
mm MILLIMETER
mm DIA MILLIMETER DIAMETER
MIX MIXTURE
MBH MOBILE HOME
MOD MODIFIED
MFT MOTOR FUEL TAX
N & BC NAIL & BOTTLE CAP
N & C NAIL & CAP
N & W NAIL & WASHER
NOAA NATIONAL OCEANIC ATMOSPHERIC
ADMINISTRATION
NC NORMAL CROWN
NB NORTHBOUND
NE NORTHEAST
NW NORTHWEST
OLID OPEN LID
PAT PATTERN
PVD PAVED
PVMT PAVEMENT
PM PAVEMENT MARKING











PC POINT OF CURVATURE
PI POINT OF INTERSECTION OF HORIZONTAL
CURVE
PRC POINT OF REVERSE CURVE
PT POINT OF TANGENCY
POT POINT ON TANGENT
POLYETH POLYETHYLENE
PCC PORTLAND CEMENT CONCRETE
PP POWER POLE OR PRINCIPAL POINT
PRM PRIME
PE PRIVATE ENTRANCE
PROF PROFILE
PGL PROFILE GRADELINE
PROJ PROJECT
P.C. PROPERTY CORNER
PL PROPERTY LINE
PR PROPOSED
R RADIUS
RR RAILROAD
RRS RAILROAD SPIKE
RPS REFERENCE POINT STAKE
REF REFLECTIVE
RCCP REINFORCED CONCRETE CULVERT PIPE
REINF REINFORCEMENT
REM REMOVAL
RC REMOVE CROWN
REP REPLACEMENT
REST RESTAURANT
RESURF RESURFACING
RET RETAINING
RT RIGHT
ROW RIGHT-OF-WAY
RD ROAD
RDWY ROADWAY
RTE ROUTE
SAN SANITARY
SANS SANITARY SEWER
SEC SECTION
SEED SEEDING
SHAP SHAPING
S SHED
SH SHEET
SHLD SHOULDER
SW SIDEWALK OR SOUTHWEST
SIG SIGNAL
SOD SODDING
SM SOLID MEDIAN
SB SOUTHBOUND
SE SOUTHEAST
SPL SPECIAL
SD SPECIAL DITCH
SQ FT SQUARE FEET
m² SQUARE METER
mm² SQUARE MILLIMETER
SQ YD SQUARE YARD
STB STABILIZED

OWNER COPY

CONTRACT



Centerline Break Circle
 Baseline Symbol
 Centerline Symbol
 PI Indicator
 Point Indicator
 Horizontal Curve Data
 (Half Size)



















 CURVE
 P.I. STA=
 Δ =
 D=
 R=
 T=
 L=
 E=
 e=
 T.R.=
 S.E. RUN=
 P.C. STA=
 P.T. STA=





 CURVE
 P.I. STA=
 Δ =
 D=
 R=
 T=
 L=
 E=
 e=
 T.R.=
 S.E. RUN=
 P.C. STA=
 P.T. STA=

Grading & Snapping Ditches
 Drainage Boundary Line
 Paved Ditch
 Aggregate Ditch
 Pipe Underdrain
 Storm Sewer
 Flowline
 Ditch Check
 Headwall
 Inlet
 Manhole
 Summit
 Roadway Ditch Flow
 Swale
 Catch Basin
 Culvert End Section
 Water Surface Indicator
 Riprap

BOUNDARIES ITEMS

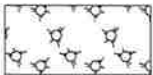
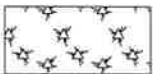
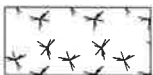
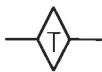
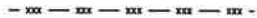
EX

PR

Dashed Property Line

 Solid Property/Lot Line

 Section/Grant Line

 Quarter Section Line

 Quarter/Quarter Section Line

 County/Township Line

 State Line

 Iron Pipe Found

 Iron Pipe Set

 Survey Marker

 Property Line Symbol

 Same Ownership Symbol
 (Half Size)

 Northwest Quarter Corner
 (Half Size)


HYDRAULICS ITEMS

Overflow
 Sheet Flow
 Hydrant Outlet



Field Line

Fence

Base of Levee

Mailbox

Multiple Mailboxes

Pay Telephone

Advertising Sign

ITS* Camera

Wind Turbine

Cellular Tower

*Intelligent Transportation Systems

LANDSCAPING ITEMS

Contour Mounding Line

Fence

Fence Post

Shrubs

Mowline

Perennial Plants

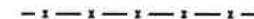
Seeding Class 2

Seeding Class 2A



EX

PR



Seeding Class 7

Seedlings Type 1

Seedlings Type 2

Sodding

Mowstake w/Sign

Tree Trunk Protection

Evergreen Tree

Shade Tree

LIGHTING

Duct

Conduit

Electrical Aerial Cable

Electrical Buried Cable

Controller

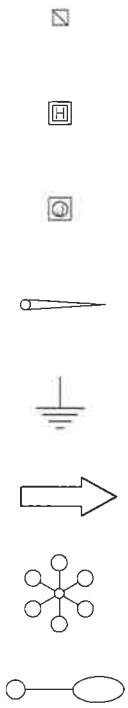
Underpass Luminaire

Power Pole

EX

PR

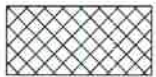
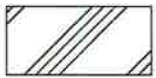
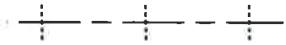




EX



PR



RR Crossing

Raised Marker Amber 1 Way

Raised Marker Amber 2 Way

Raised Marker Crystal 1 Way

Two Way Turn Left

Shoulder Diag. Pattern

Skip-Dash White

Skip-Dash Yellow

Stop Line

Solid Line

Double Centerline

Dotted Lines



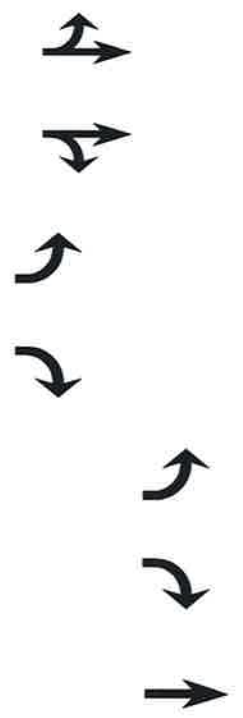
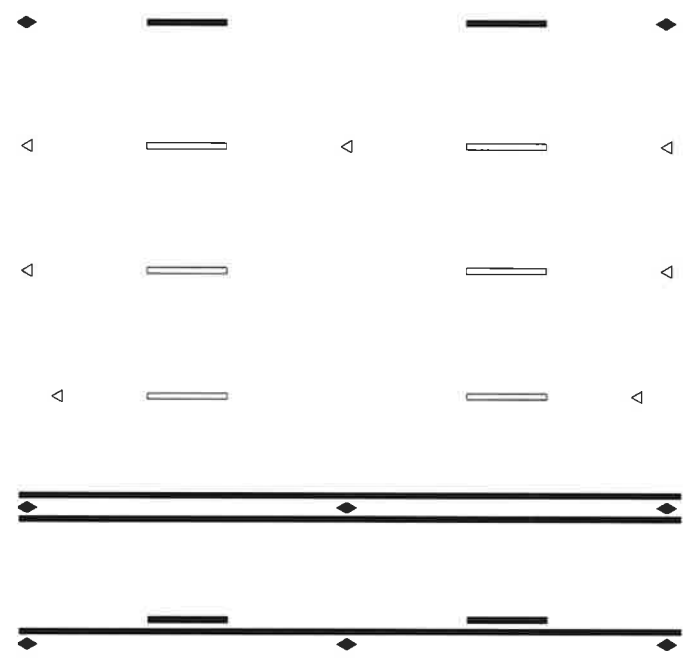
- Railroad
- Railroad Point
- Control Box
- Crossing Gate
- Flashing Signal
- Railroad Cant. Mast Arm
- Crossbuck

REMOVAL ITEMS

- Removal Tic
- Bituminous Removal
- Hatch Pattern
- Tree Removal Single

RIGHT OF WAY ITEMS

- Future ROW Corner Monument
- ROW Marker
- ROW Line
- Easement
- Temporary Easement



ONLY ONLY ONLY





LANE
BIKE



ONLY ONLY ONLY



AC AC

AC AC

XS

Earthworks Balance Point

Begin Point

EX

PR

Vert. Curve Data



Ditch Profile Left Side



Ditch Profile Right Side



Roadway Profile Line



Storm Sewer Profile Left Side



Storm Sewer Profile Right Side

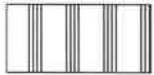


SIGNING ITEMS

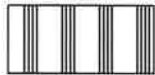
Cone, Drum or Barricade



Barricade Type II



Barricade Type III



Barricade With Edge Line



Flashing Light Sign

STA. 45+00

Panels I



Panels II



VPI =
ELEV =
L =
E =



Reverse Right W1-4R
(Half Size)



Two Way Traffic Sign W6-3
(Half Size)

VPI =
ELEV =
L =
E =



Detour Ahead W20-2(O)
(Half Size)



Left Lane Closed Ahead W20-5L(O)
(Half Size)



EX

PR

Cone, Drum or Barricade



Barricade Type II



Barricade Type III



Barricade With Edge Line

Flashing Light Sign



Road Closed Ahead W20-3(O)
(Half Size)



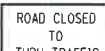
Road Construction Ahead W20-1(O)
(Half Size)



Single Lane Ahead
(Half Size)

Transition Left W4-2L
(Half Size)

Transition Right W4-2R
(Half Size)



BOX CULVERT HEADWALL

Bridge Pier

Bridge

Retaining Wall

Temporary Sheet Piling



Left Turn Green

Left Turn Yellow

Signal Backplate

Signal Section 8" (200 mm)

Signal Section 12" (300 mm)

Walk/Don't Walk Letters

Walk/Don't Walk Symbols

TRAFFIC SIGNAL
ITEMS

Galv. Steel Conduit

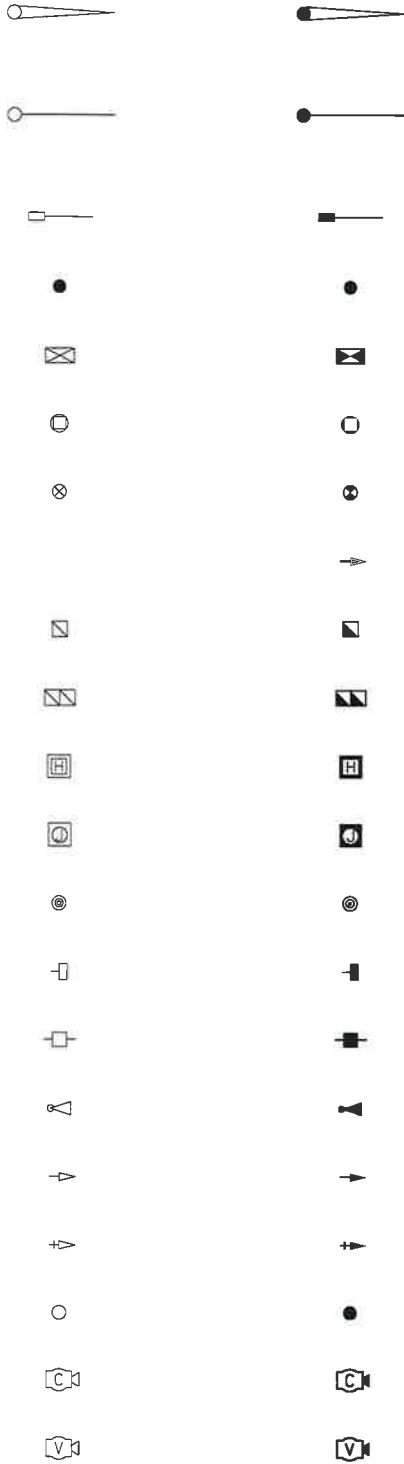
Underground Cable

Detector Loop Line

Detector Loop Large

Detector Loop Small

Detector Loop Quadrapole



Electric Cable			
Fiber Optic			
Gas Pipe			
Oil Pipe			
Sanitary Sewer			
Telephone Cable			
Water Pipe			

UTILITIES ITEMS

Controller	
Double Handhole	
Fire Hydrant	
GuyWire or Deadman Anchor	
Handhole	
Heavy Duty Handhole	
Junction Box	
Light Pole	
Manhole	
Monitoring Well (Gasoline)	
Pipeline Warning Sign	
Power Pole	
Power Pole with Light	
Sanitary Sewer Cleanout	

EX



PR



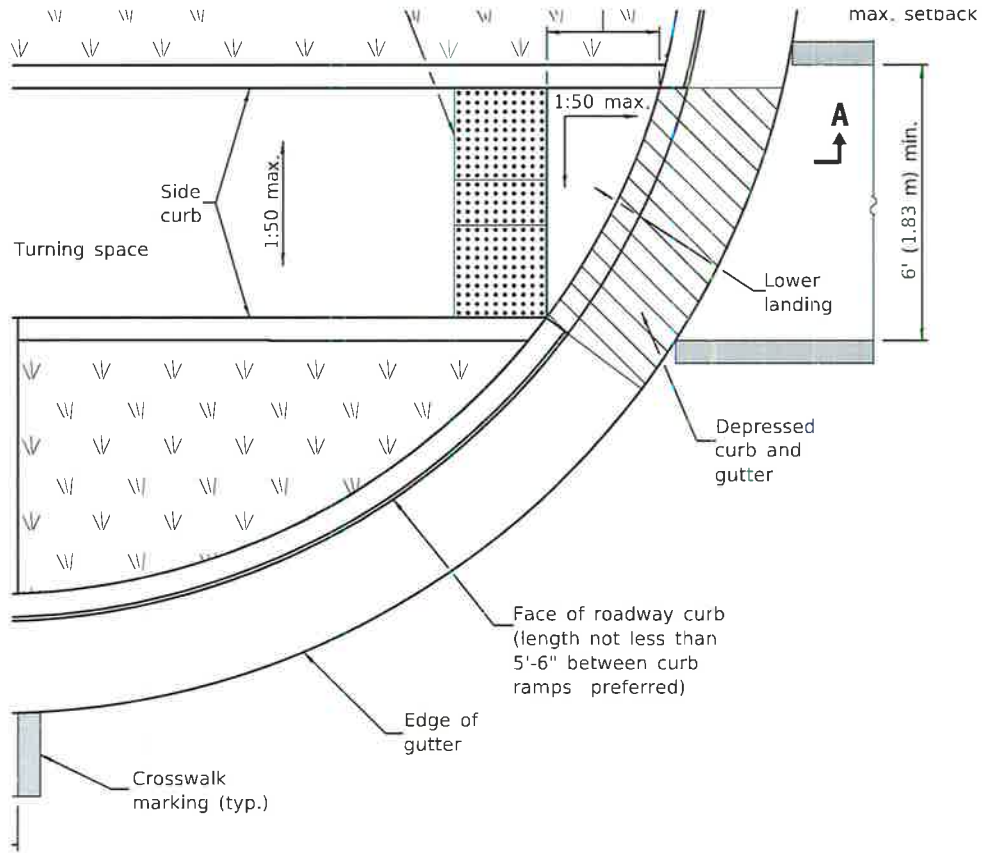
- Traffic Signal Control Box
- Water Meter
- Water Meter Valve Box
- Profile Line
- Aerial Power Line

VEGETATION ITEMS

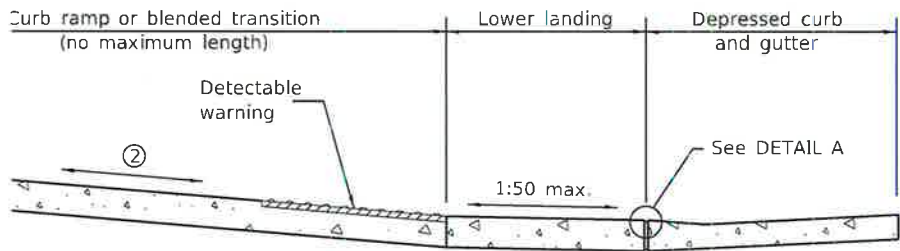
- Deciduous Tree
- Bush or Shrub
- Evergreen Tree
- Stump
- Orchard/Nursery Line
- Vegetation Line
- Woods & Bush Line

WATER FEATURE ITEMS

- Stream or Drainage Ditch
- Waters Edge
- Water Surface Indicator
- Water Point
- Disappearing Ditch
- Marsh
- Marsh/Swamp Boundary

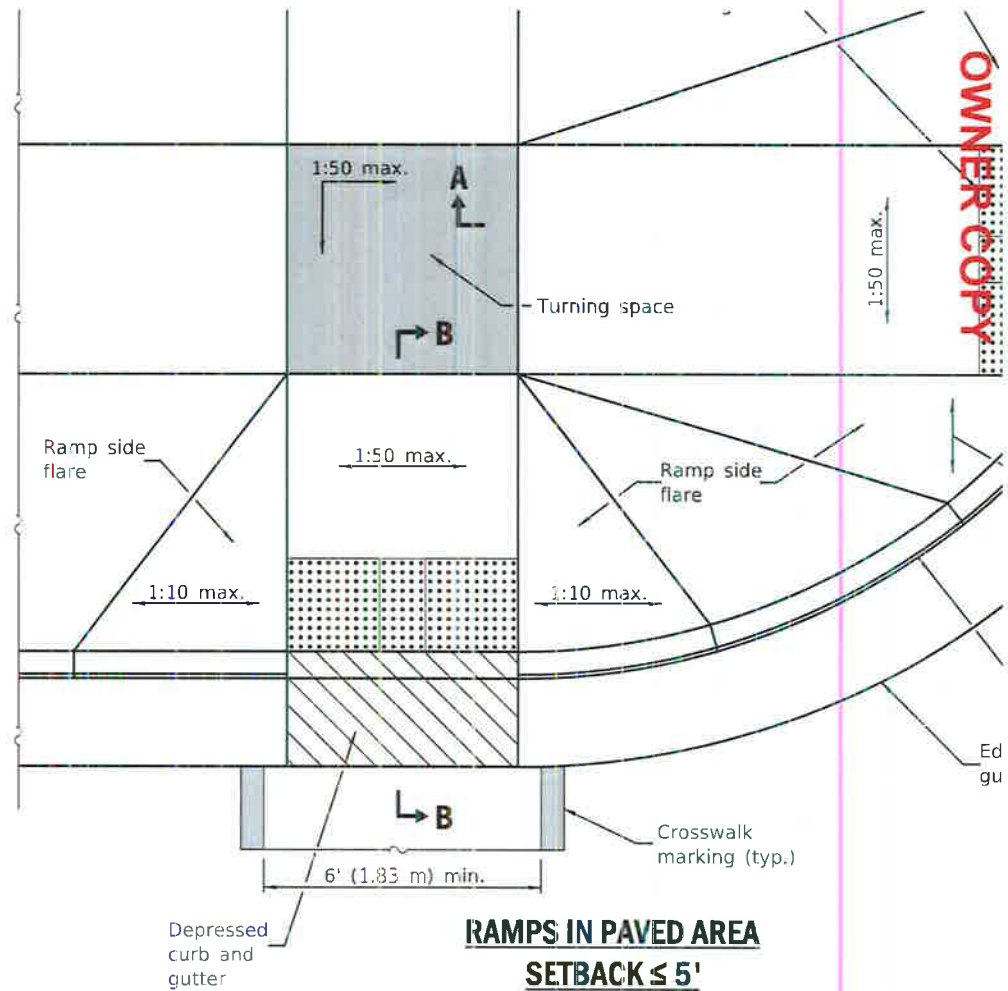


IPS IN LANDSCAPED AREA
SETBACK ≤ 5'

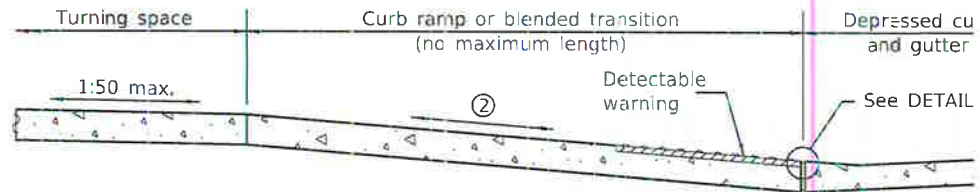


SECTION A-A

② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

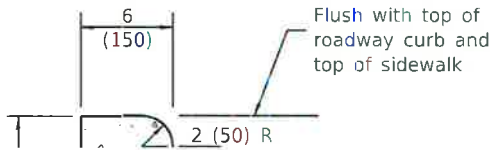


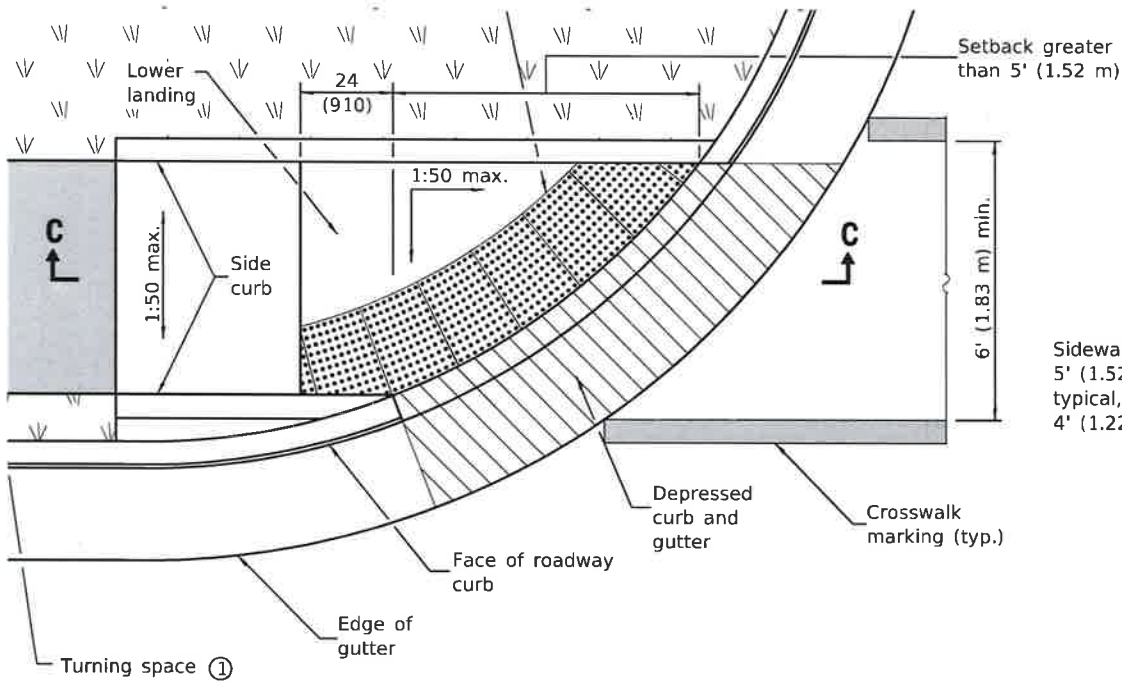
RAMPS IN PAVED AREA
SETBACK ≤ 5'



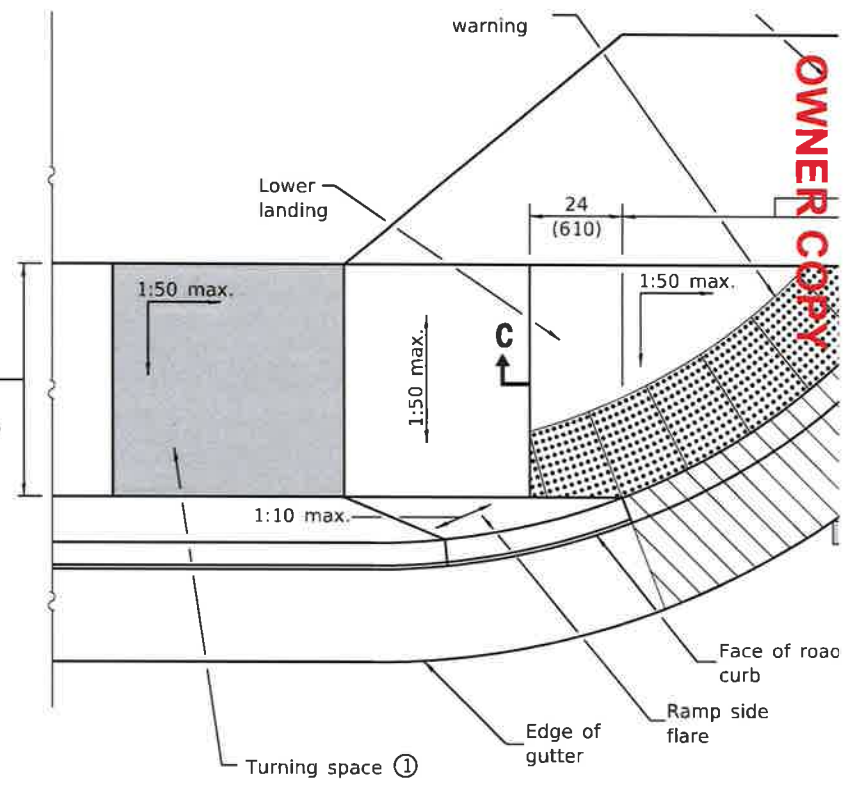
SECTION B-B

② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

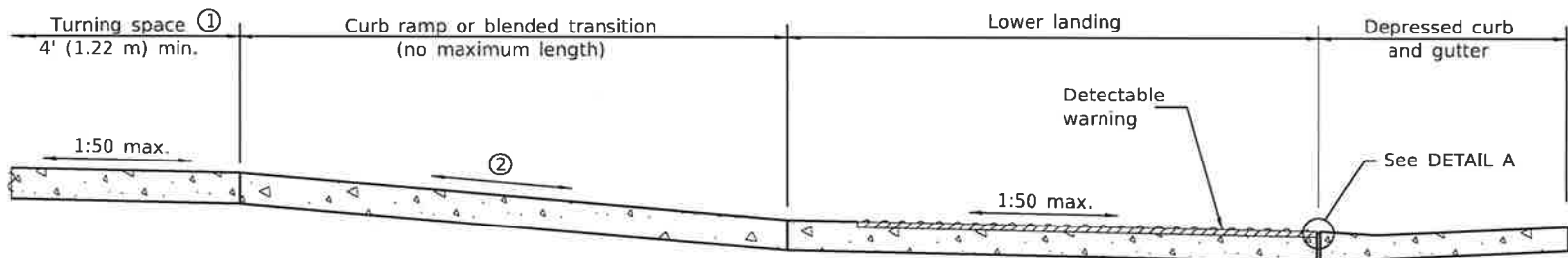




**RAMP IN LANDSCAPED AREA
SETBACK > 5'**



**RAMP IN PAVED AREA
SETBACK > 5'**

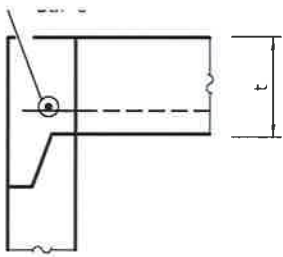


SECTION C-C

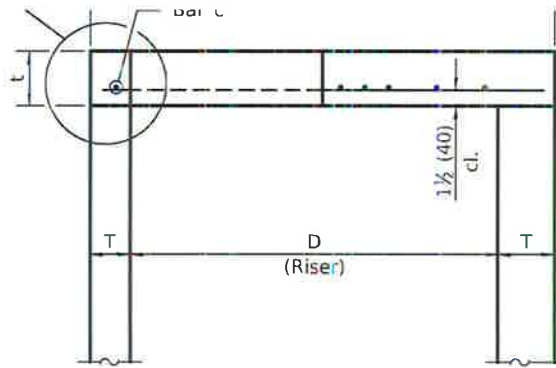
- ① This turning space not required for blended transitions.
- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

OWNER COPY

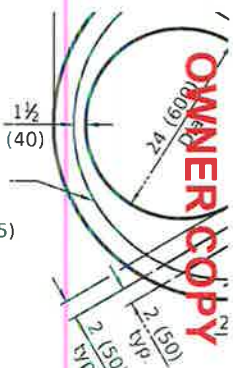
CONTRACT



See Top Slab Joint Configurations for D=36 (900) and D=4'-0" (1.22 m)



SECTION THRU FLAT SLAB TOP FOR D = 36 (900) AND D = 4'-0" (1.22 m)

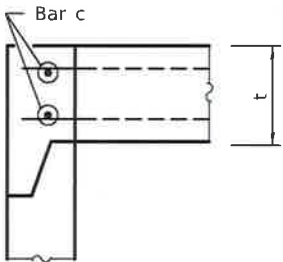


Bar c #4 (#13), 5'-10" (1.78 m) length, 19 1/2 (495) radius bottom

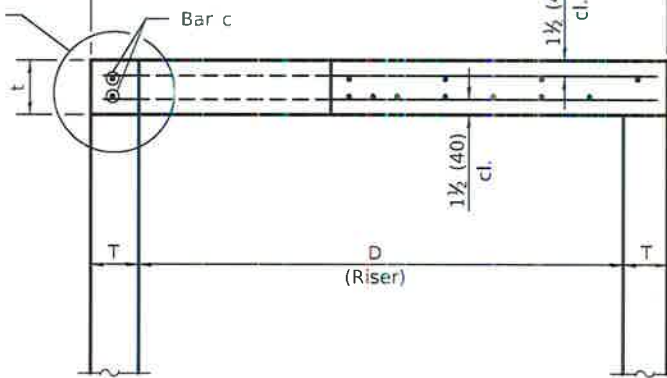
PLAN - FLAT SLAB TOP (Showing layout of reinfo)

CONFIGURATIONS
D = 4'-0" (1.22 m)

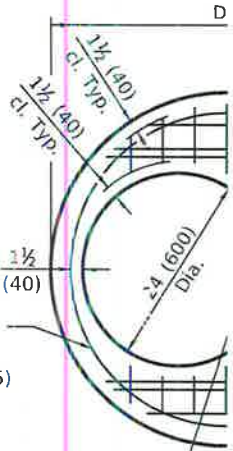
(Access hole)



See Top Slab Joint Configurations for D=5'-0" (1.52 m)



SECTION THRU FLAT SLAB TOP FOR D = 5'-0" (1.52 m)



Bar c #4 (#13), 5'-10" (1.78 m) length, 19 1/2 (495) radius bottom

#4 (#13) bars bottom. Bundle with closest WWR bar to the opening.

PLAN - FLAT SLAB TOP (Showing layout of welded w)

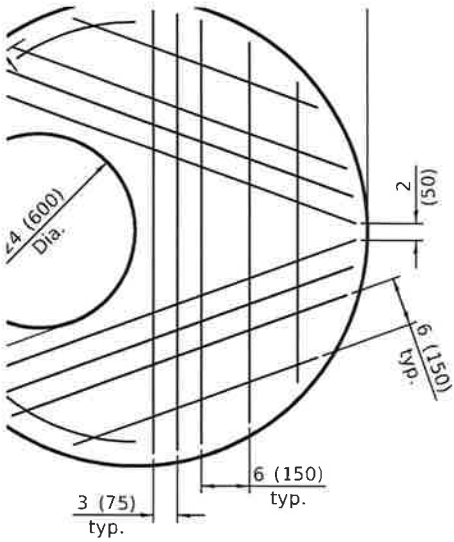
CONFIGURATIONS
(1.52 m)

(Access hole)

TABLE

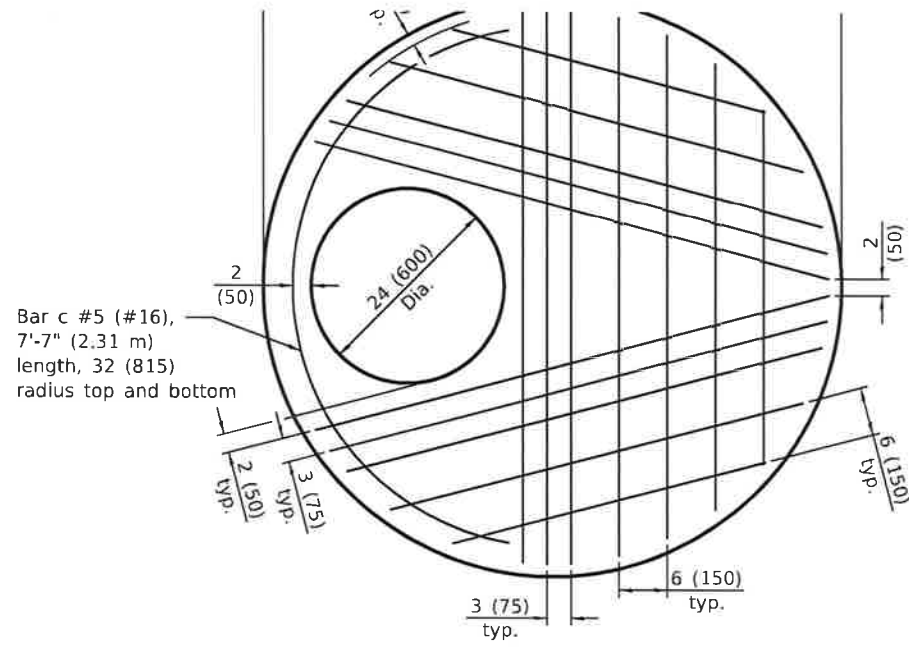
D	T	D ₃ (min.)	t
36 (900)	cable rds	↑	6 (150)

The file shown of the tape is
 Linking manuf
 All other shown



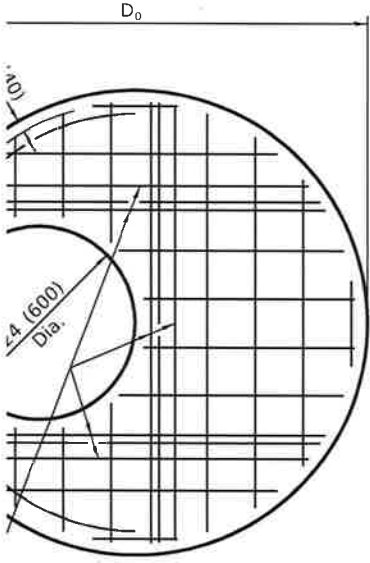
SLAB TOP FOR D = 4'-0" (1.22 m)

(Showing layout of reinforcement bars and c bars)



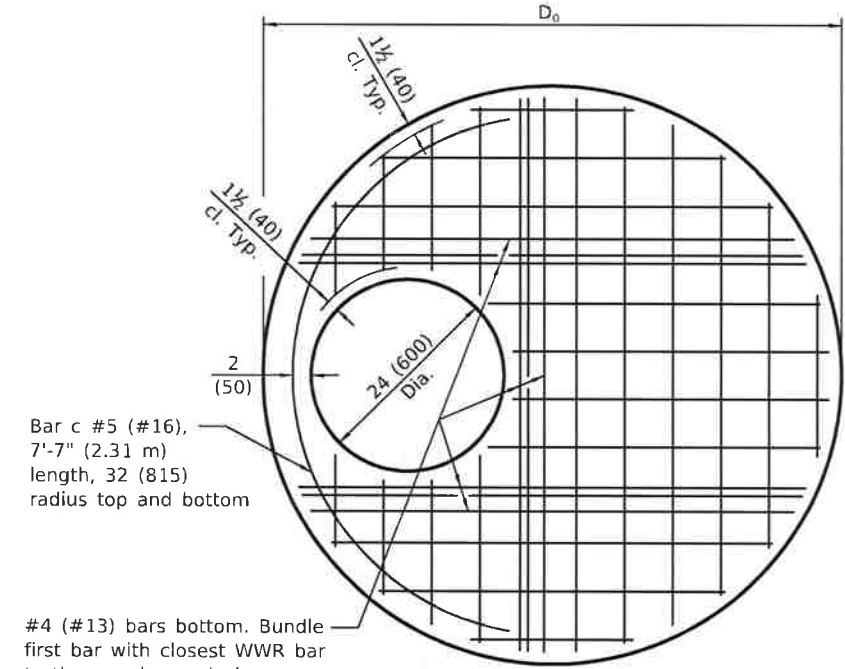
PLAN - FLAT SLAB TOP FOR D = 5'-0" (1.52 m)

(Showing layout of bottom reinforcement bars and c bars)



SLAB TOP FOR D = 4'-0" (1.22 m)

(Showing layout of welded wire reinforcement and c bars)



Bar c #5 (#16),
7'-7" (2.31 m)
length, 32 (815)
radius top and bottom

#4 (#13) bars bottom. Bundle first bar with closest WWR bar to the opening and place second bar ±3 (75) away.

FLAT SLAB TOP REINFORCE

Location	WWR (each direction)		
	A _s (min.)	Spacing (max.)	
Bottom Mat	* 0.60 sq. in./ft. (1270 sq. mm/m)	6 (150)	See s

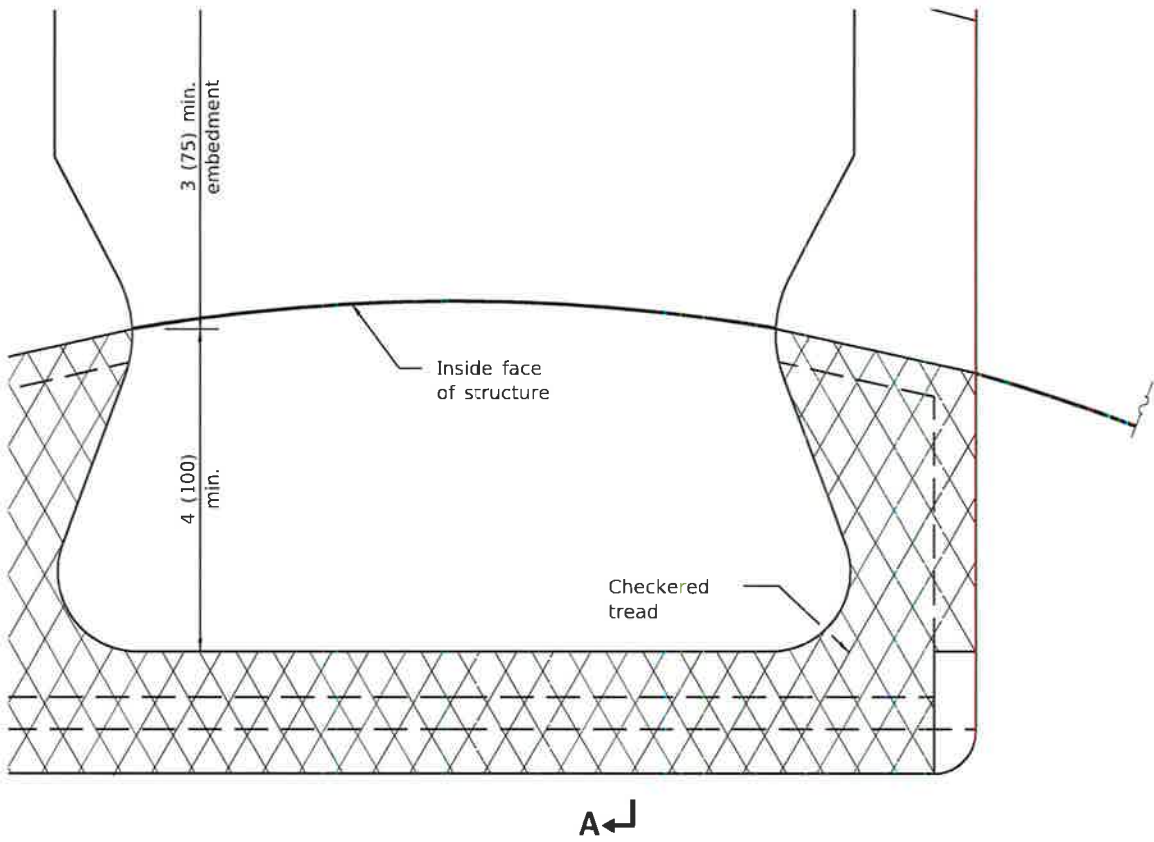
FLAT SLAB TOP REINFORCEME

Location	WWR (each direction)		
	A _s (min.)	Spacing (max.)	
Bottom Mat	* 0.62 sq. in./ft. (1312 sq. mm/m)	6 (150)	See s

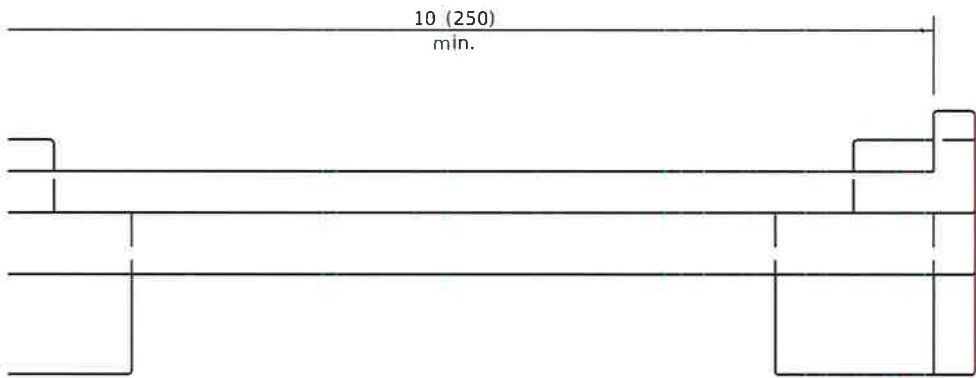
FLAT SLAB TOP REINFORCEME

Location	WWR (each direction)		
	A _s (min.)	Spacing (max.)	
Top Mat	0.11 sq. in./ft. (233 sq. mm/m)	18 (450)	0 (2)
Bottom Mat	* 0.40 sq. in./ft. (847 sq. mm/m)	6 (150)	See s

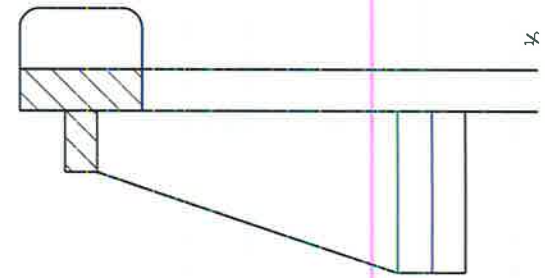
* Only one layer of WWR permit



PLAN VIEW



ELEVATION VIEW

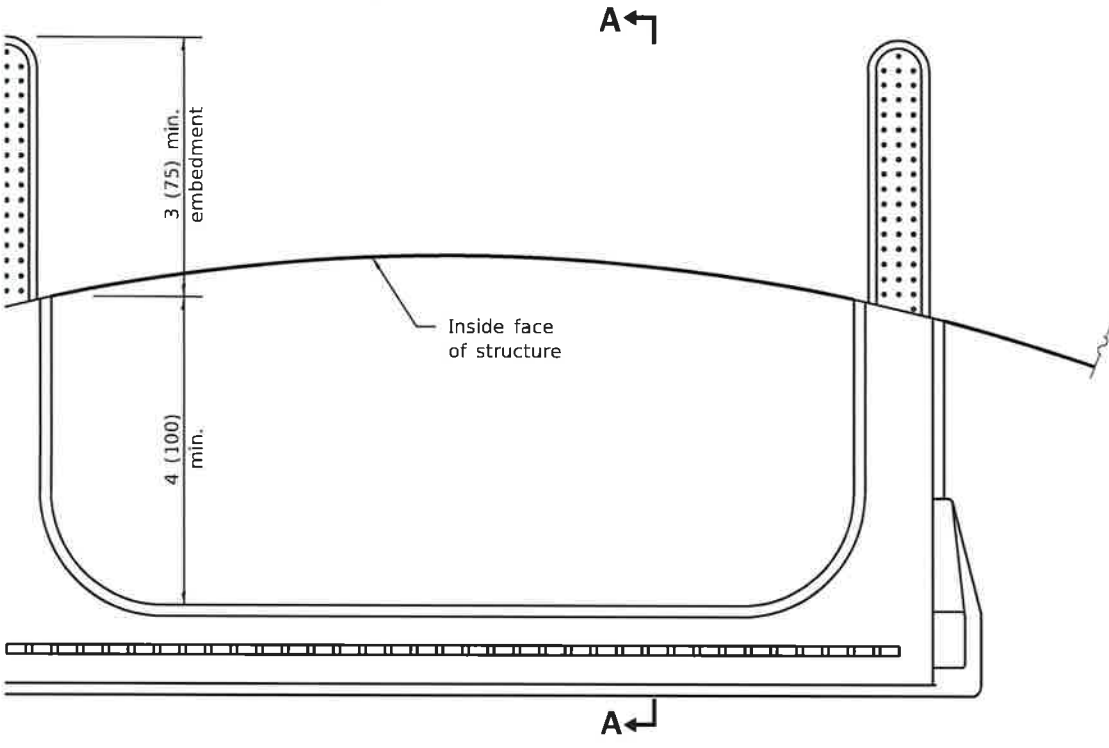


SECTION A-A

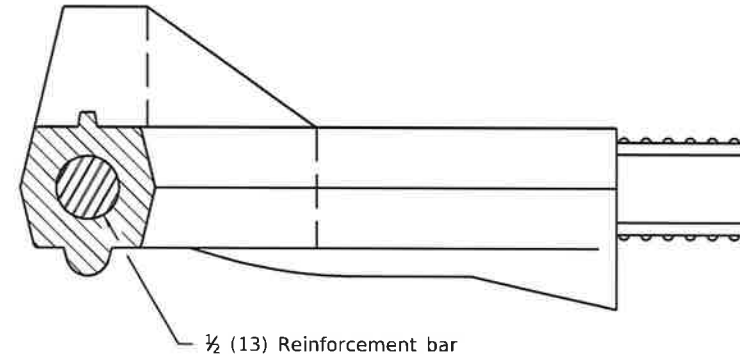
OWNER COPY

CONTRACT

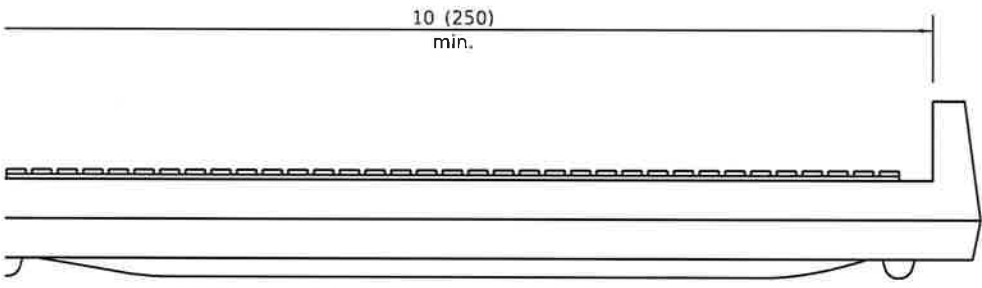
All rights reserved unless otherwise stated.



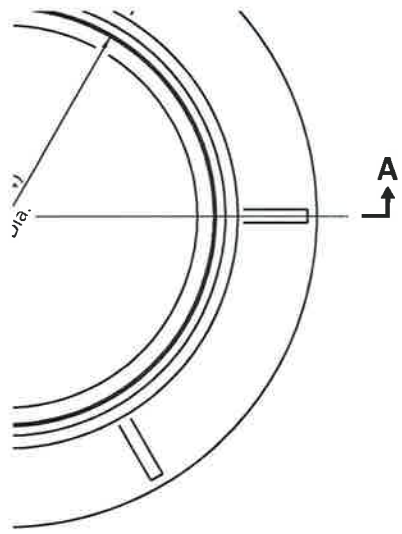
PLAN VIEW



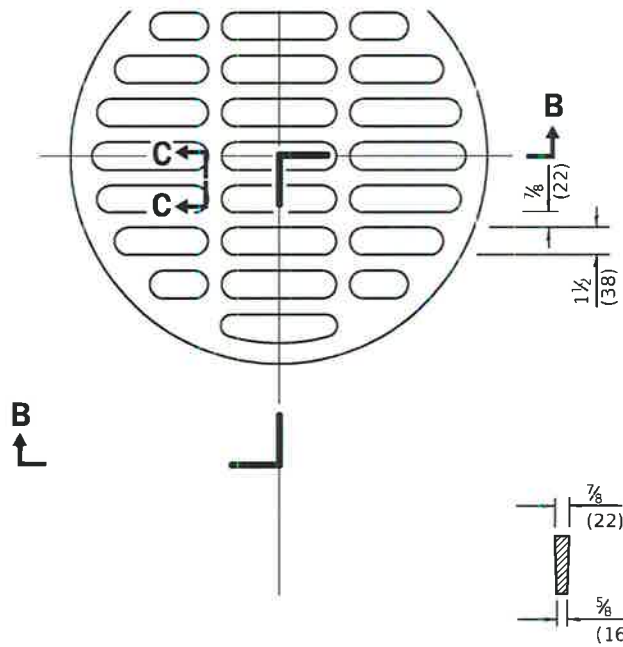
SECTION A-A



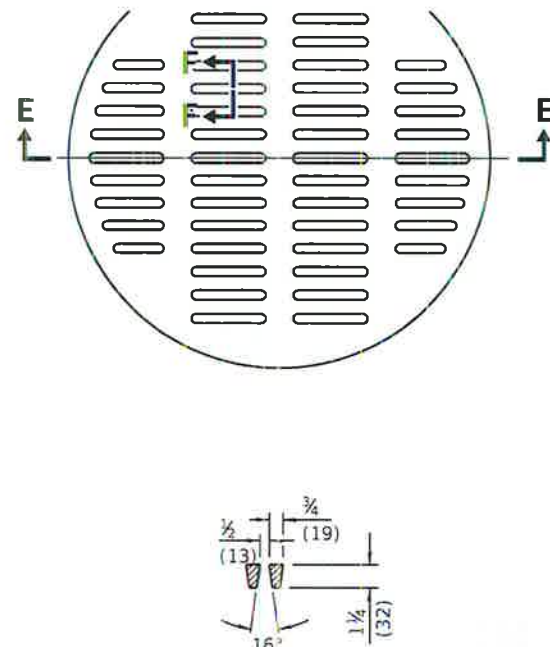
ELEVATION VIEW



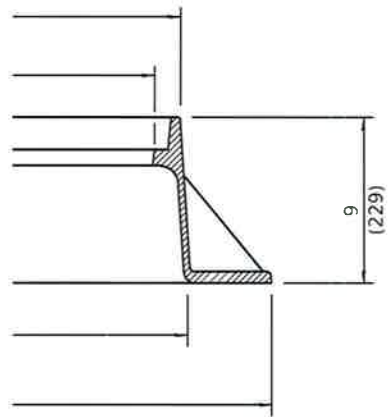
RAME



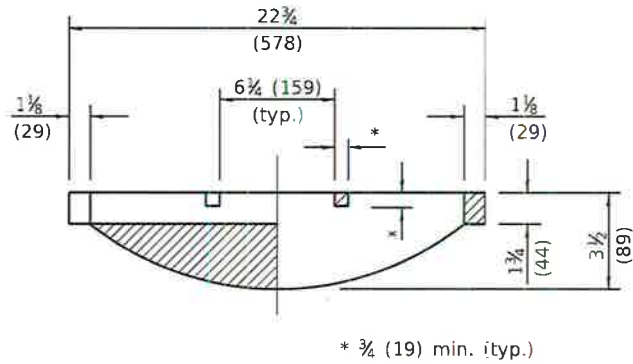
SECTION C-C



SECTION F-F

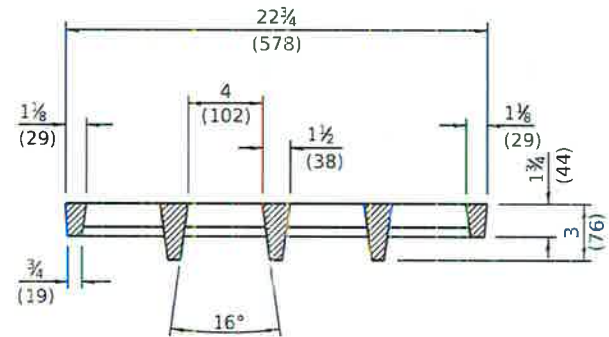


A-A



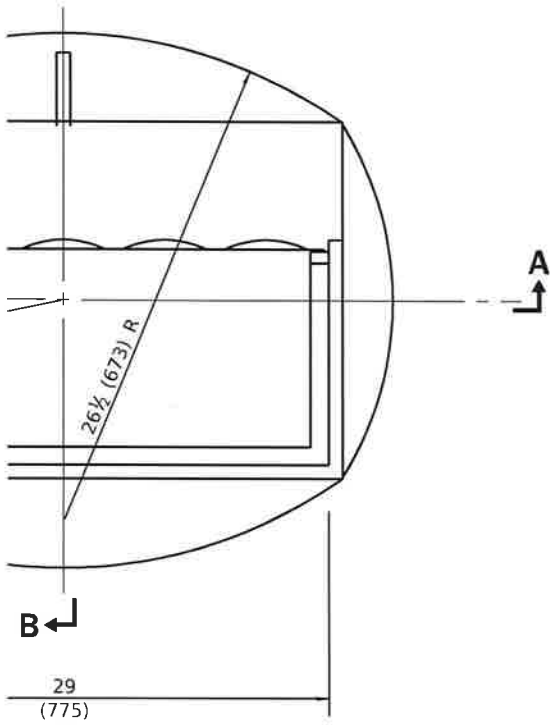
SECTION B-B

CAST OPEN LID

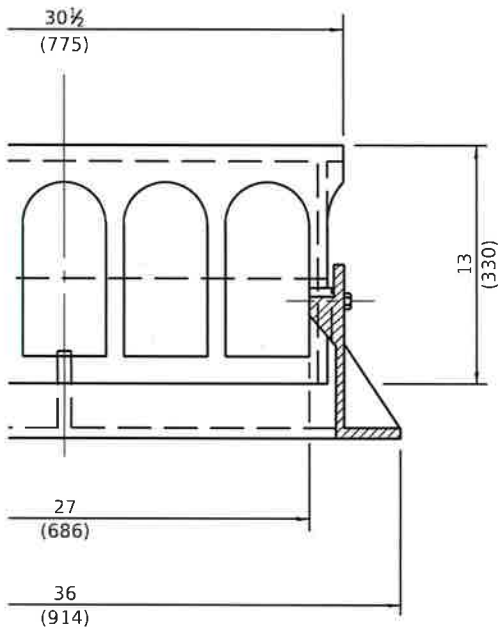


SECTION E-E

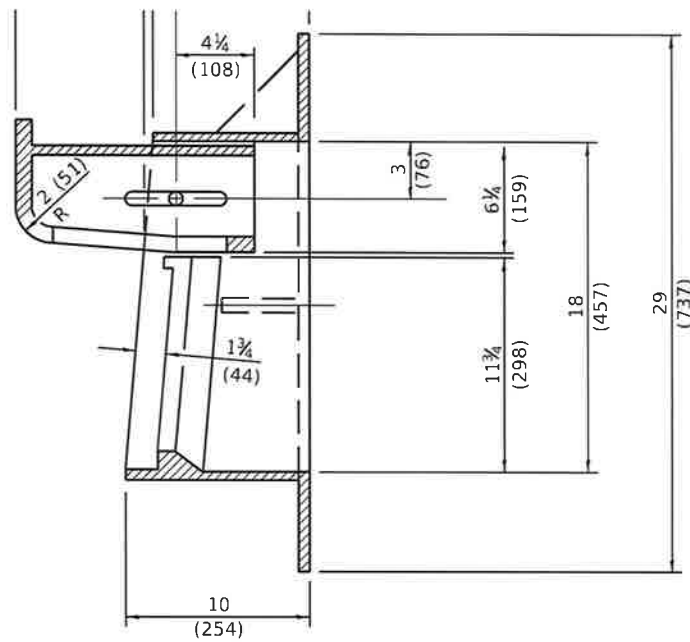
ADA COMPLIANT
CAST OPEN LID



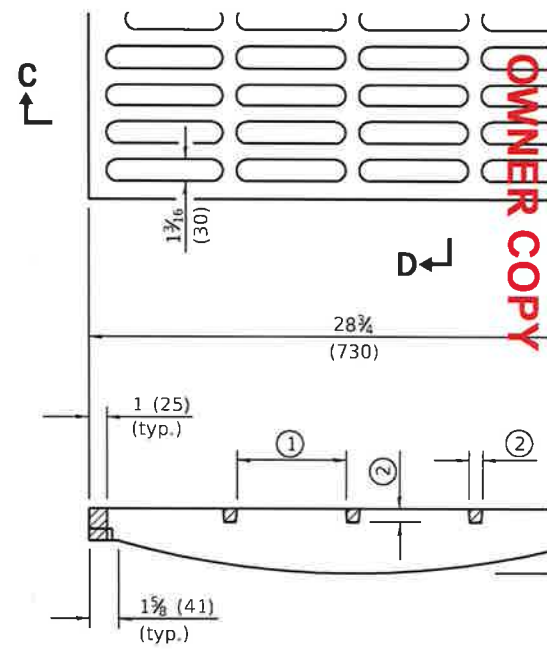
ST FRAME



SECTION A-A

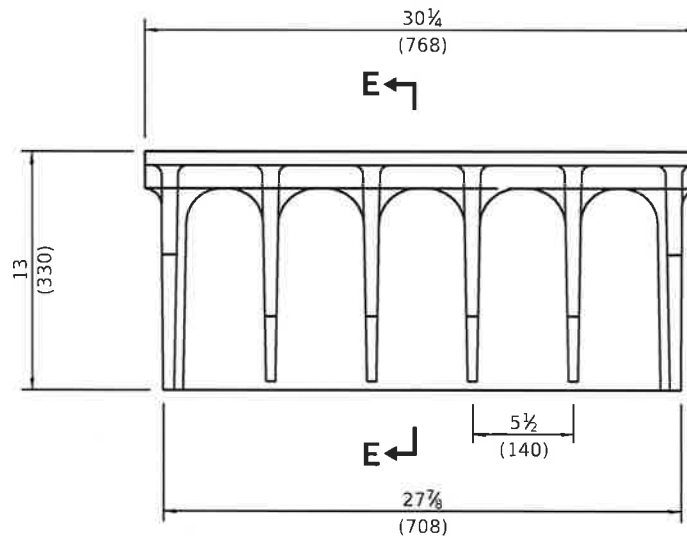


SECTION B-B

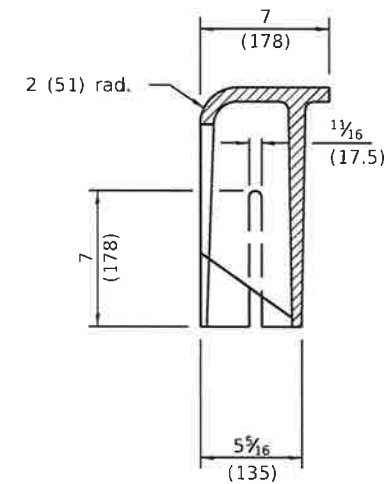


SECTION C-C

- ① = 6 1/4 (159) max. (typ.)
- ② = 3/4 (19) min. (typ.)



ALTERNATE CURB BOX

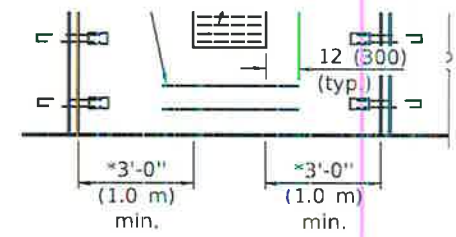
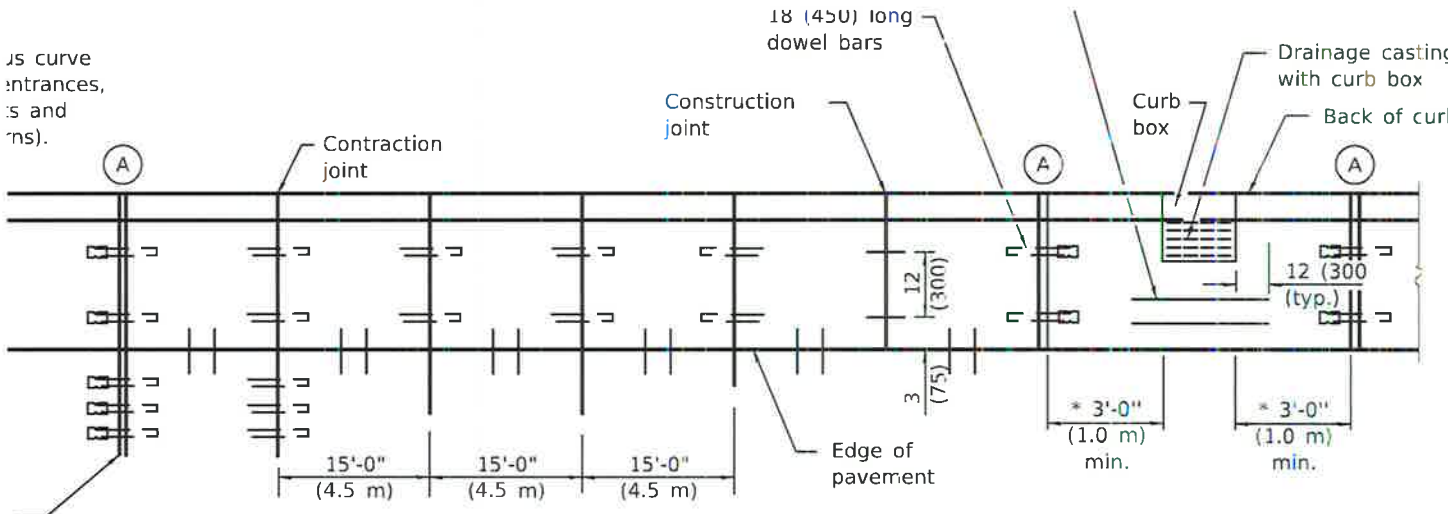


SECTION E-E

CAS1

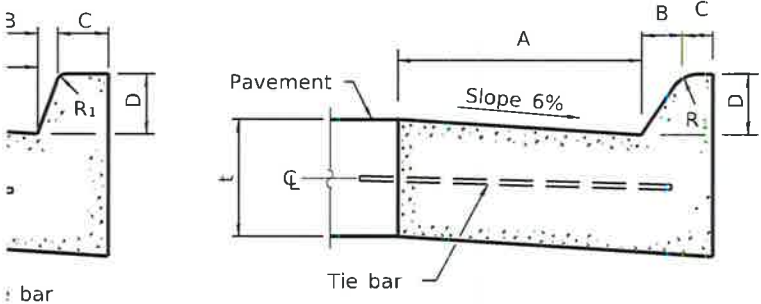
CONTRACT

All dimensions
unless c



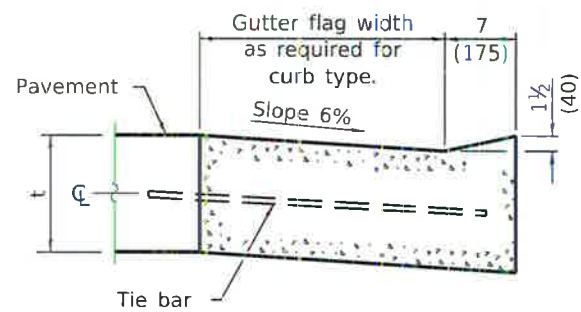
* This dimension shall be adjusted to align with joint on the adjacent pavement

PLAN
ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

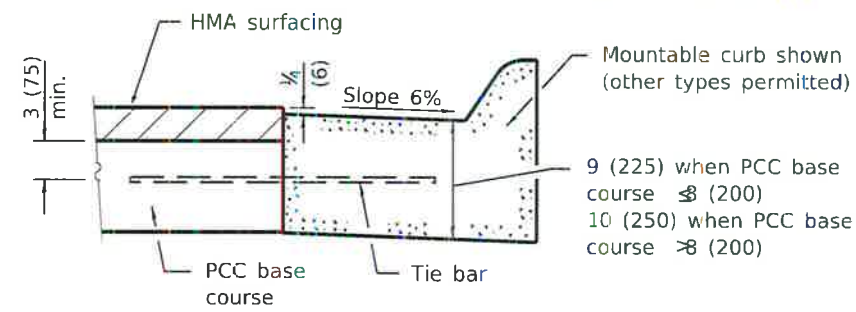


MOUNTABLE CURB

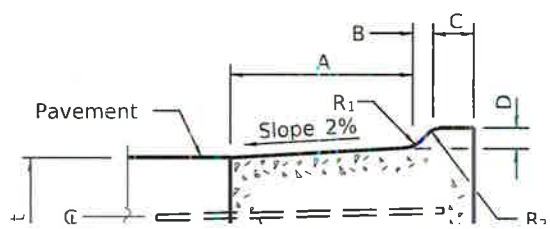
		TABLE OF DIMENSIONS MOUNTABLE CURB						
R ₁		TYPE	A	B	C	D	R ₁	R ₂
1	1	M-2.06	6	2	4	2	3	2
0)	(25)	(M-5.15)	(150)	(50)	(100)	(50)	(75)	(50)
1	1	M-2.12	12	2	4	2	3	2
0)	(25)	(M-5.30)	(300)	(50)	(100)	(50)	(75)	(50)
1	1	M-4.06	6	4	3	4	3	NA
0)	(25)	(M-10.15)	(150)	(100)	(75)	(100)	(75)	NA
1	1	M-4.12	12	4	3	4	3	NA
0)	(25)	(M-10.30)	(300)	(100)	(75)	(100)	(75)	NA
1	1	M-4.18	18	4	3	4	3	NA
5)	(25)	(M-10.45)	(450)	(100)	(75)	(100)	(75)	NA
1	1	M-4.24	24	4	3	4	3	NA
5)	(25)	(M-10.60)	(600)	(100)	(75)	(100)	(75)	NA
1	1	M-6.06	6	6	2	6	2	NA
5)	(25)	(M-15.15)	(150)	(150)	(50)	(150)	(50)	NA



DEPRESSED CURB (TYPICAL)

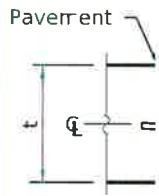


ADJACENT TO PCC BASE COURSE WITH HMA SURFACING



OWNER COPY

Full depth & 1 (25) - this preformed joint filler.



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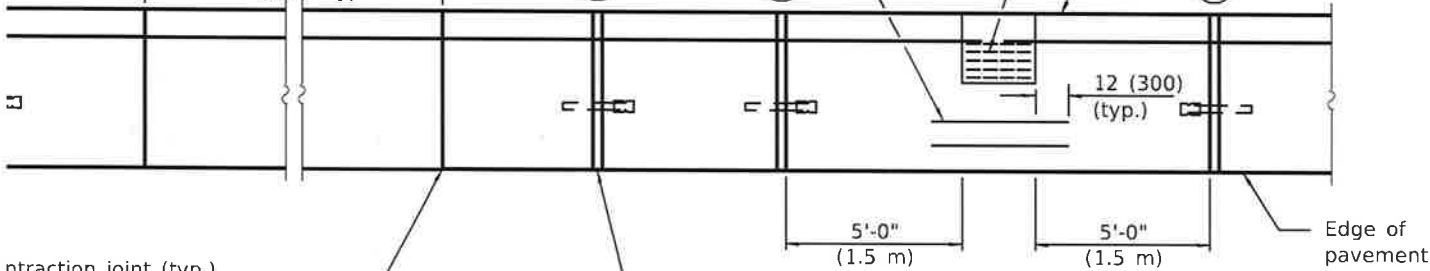
radius curve

Contraction joints
at 25'-0" (7.6 m)
max. cts. (typ.)

2-No. 4 (No. 13) bars
placed at mid-depth
(when space permits)

Drainage casting
with curb box

Back of curb



contraction joint (typ.)
options:

3) thick steel template
and seal.

keep at 4 to 24 hours, and seal.

thick preformed joint filler
width.

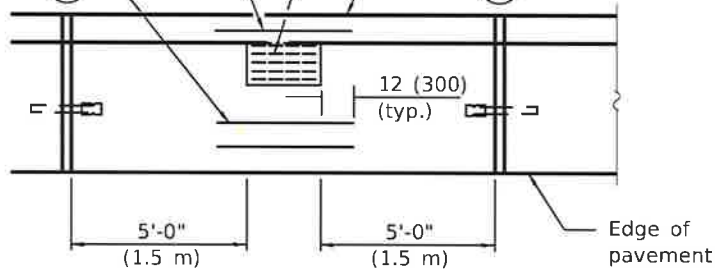
Construction joint
2-No. 4 (No. 13) bars
with 2 (50) min. cl.

2-No. 4 (No. 13) bars
placed at mid-depth
(when space permits)

Drainage casting
without curb box

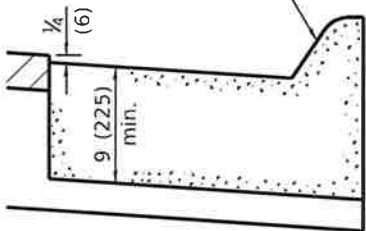
Back of curb

thick preformed joint filler
width.

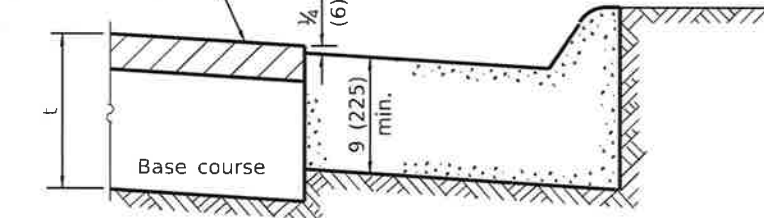


PLAN

able curb shown
types permitted)

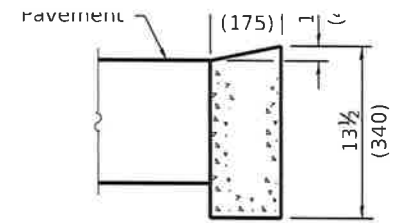


HMA surfacing



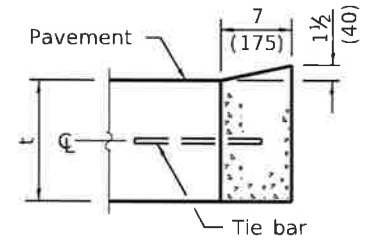
ON DISTURBED SUBGRADE

ON UNDISTURBED SUBGRADE



DEPRESSED CURB

ADJACENT TO FLEX



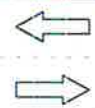
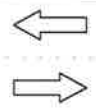
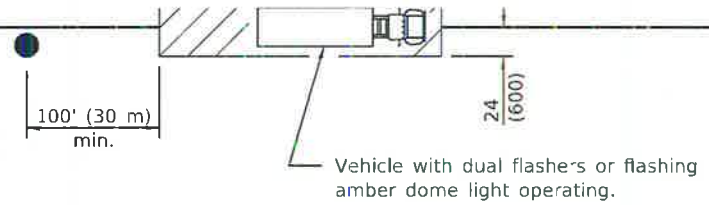
DEPRESSED CURB

ADJACENT TO PCC PAVEM

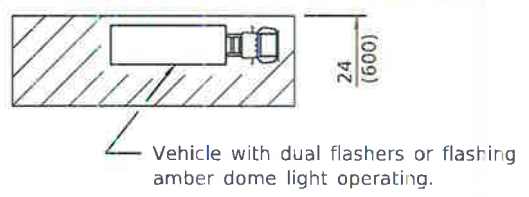
CONTRACT

OWNER COPY

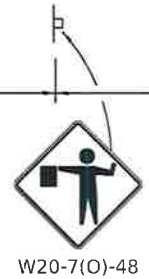
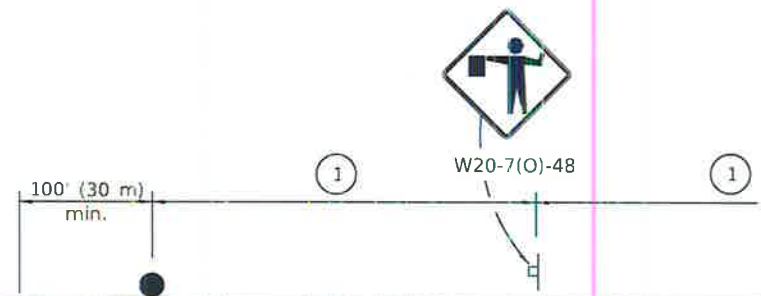
For any operation that encroaches in the area between the centerline and a line 24 (600) outside the edge of the pavement for a period of less than 15 minutes.



For any operation that is more than 24 (600) outside the edge of the pavement for a period of less than 60 minutes.



For any operation that encroaches in the area between centerline and a line 24 (600) outside the edge of the pavement for a period in excess of 15 minutes but less than 60 minutes.



①

①

100' (30 m) min.

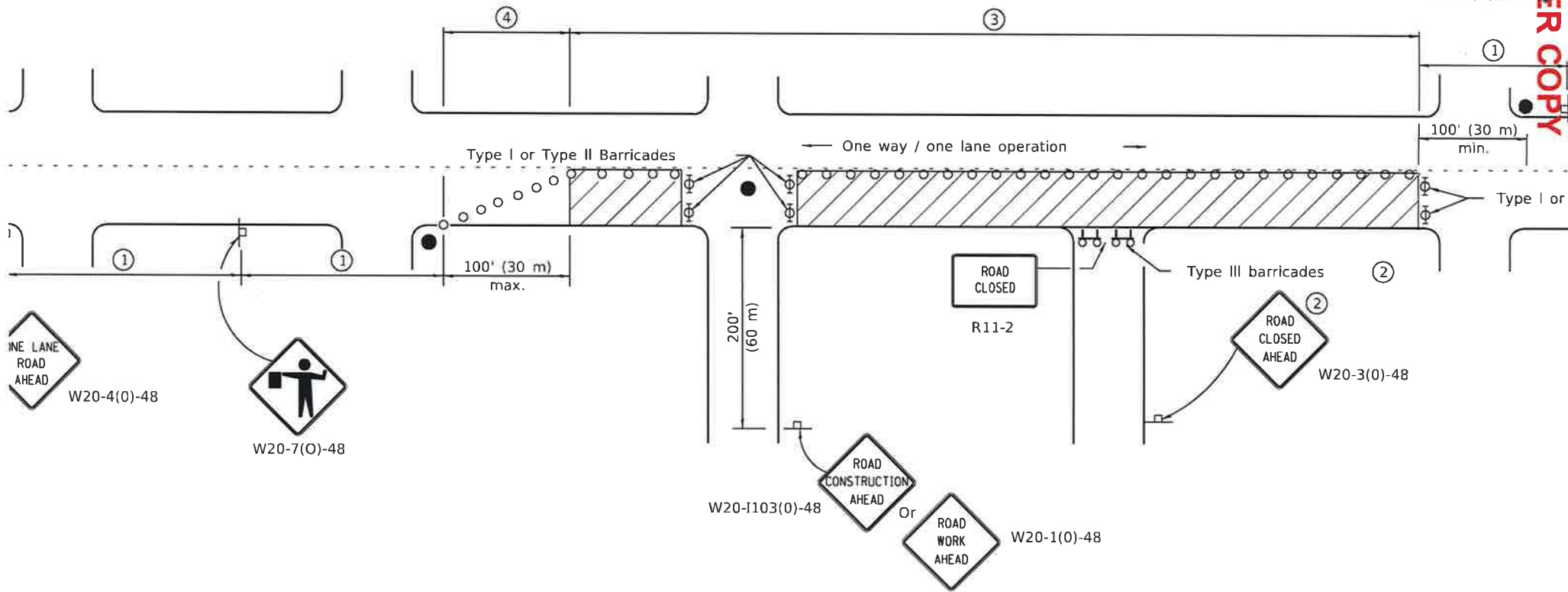
24 (600)

SIGN SPACING	
Posted Speed	Sign Spacing
55	500
50-45	350
<45	250







① = Refer to SIGN SPACING table for distance

TYPICAL APPLICATIONS

SYMBOLS

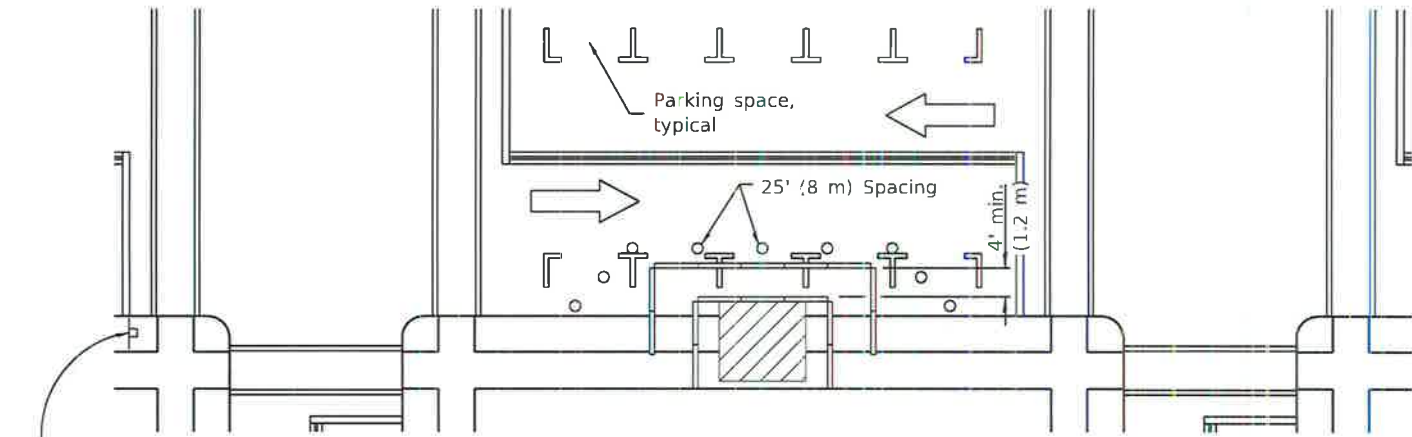


SYMBOLS

-  Work area
-  Cone, drum or barricade (not required for moving operations)
-  Sign on portable or permanent support
-  Flagger with traffic control sign
-  Barricade or drum with flashing light
-  Type III barricade with flashing lights

- ① Refer to SIGN SPACING TABLE for distances.
- ② For approved sideroad closures.
- ③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ④ Cones, drums or barricades at 20' (6 m) centers.

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m)
m)
m)



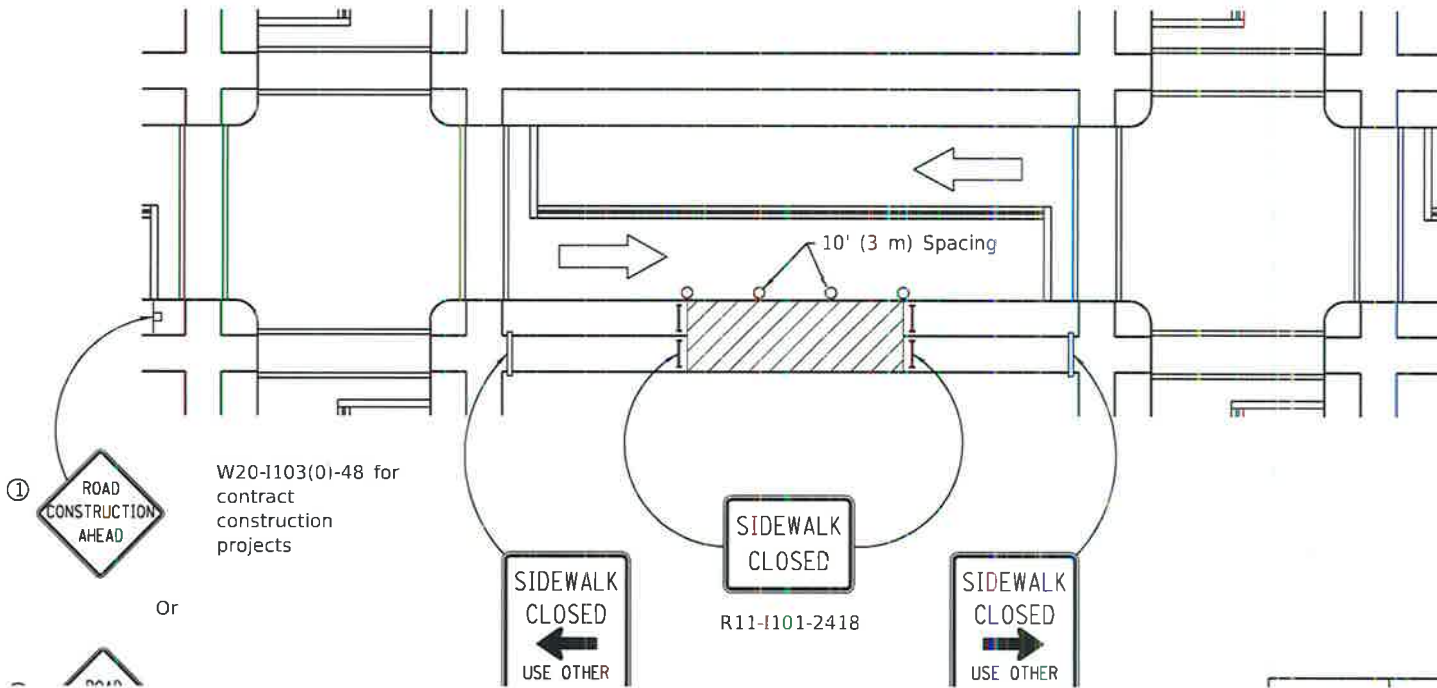
W20-1103(0)-48 for contract construction projects

Or



W20-1(0)-48 for maintenance and utility projects

SIDEWALK DIVERSION



W20-1103(0)-48 for contract construction projects

Or



R11-1101-2418



This Sta traffic n perform

This Sta other Tr roadway

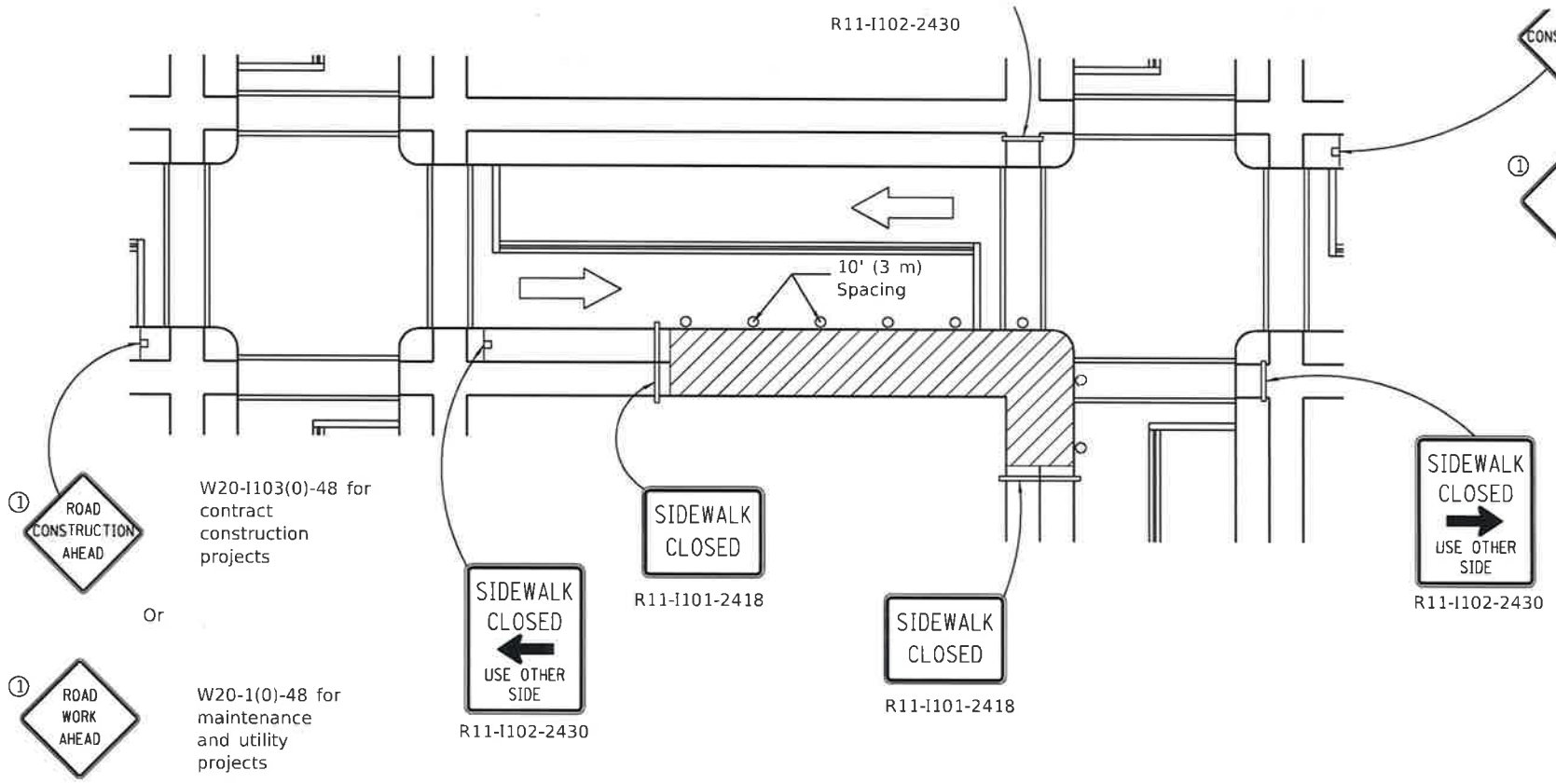
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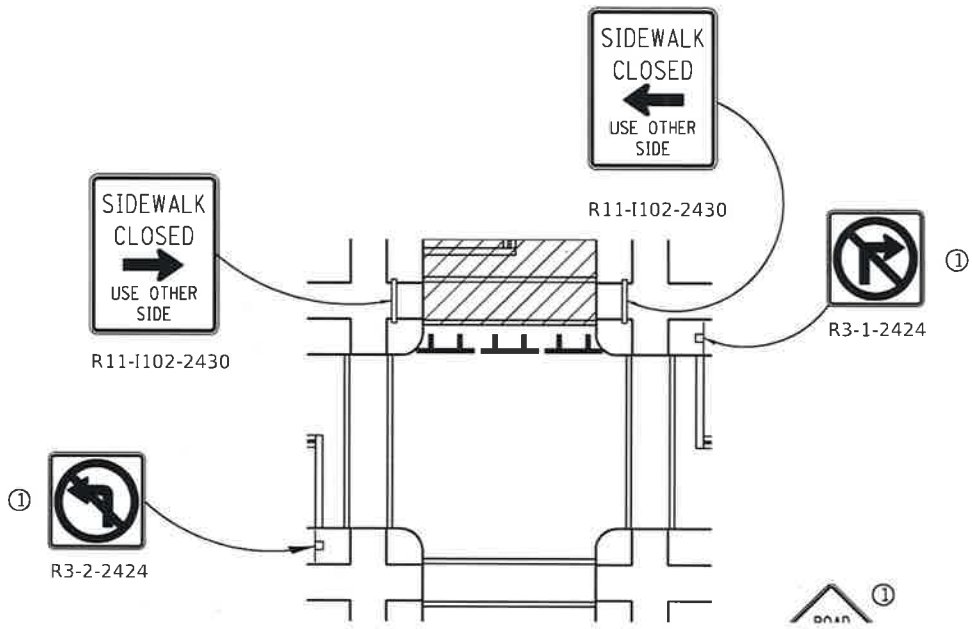
The SID placed : to each : occurs : the corr The SID ends of

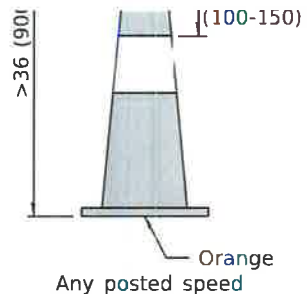
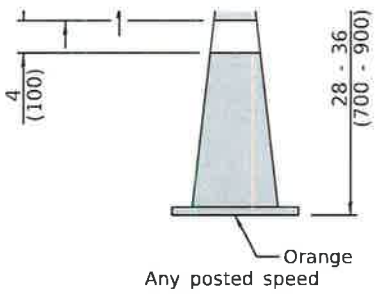
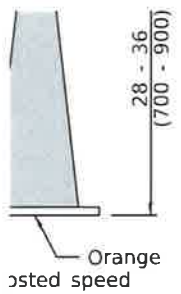
Type of position detail

All dime unless c

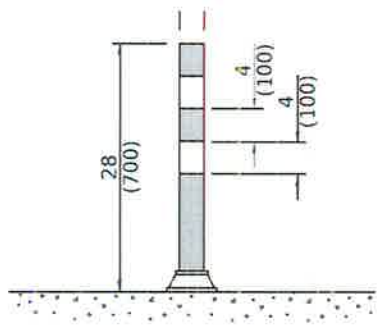


CORNER CLOSURE

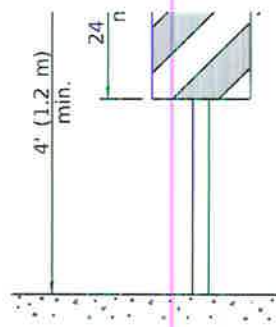




DAY OR NIGHTTIME USE

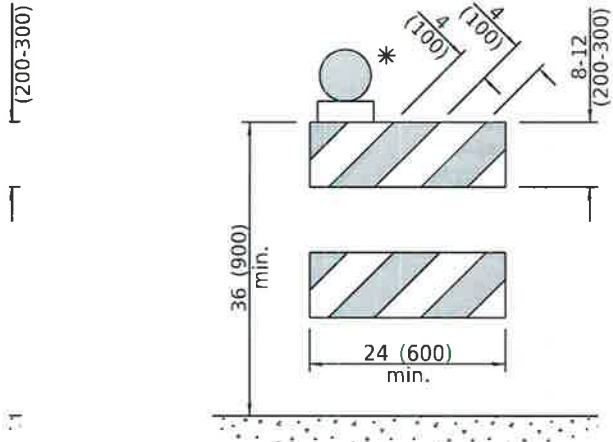


TUBULAR MARKER

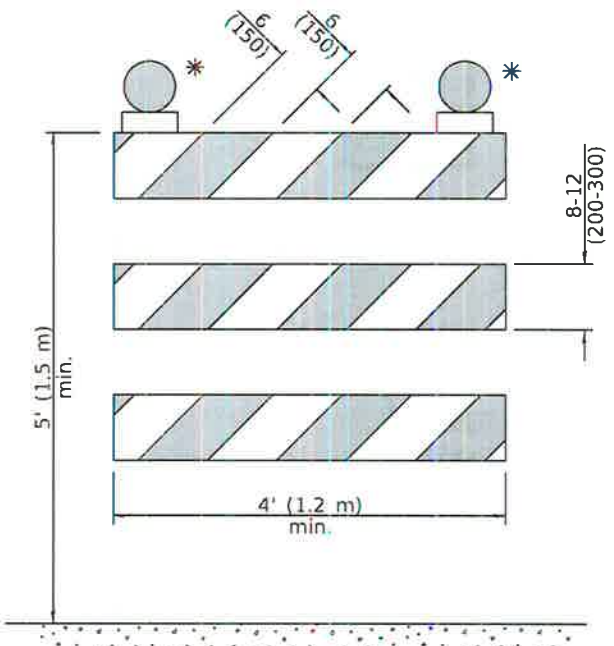


VERTICAL PANEL POST MOUNTED

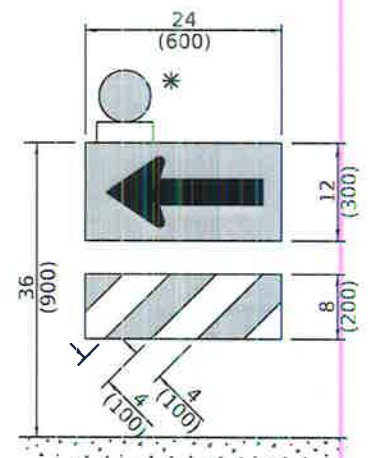
CONES



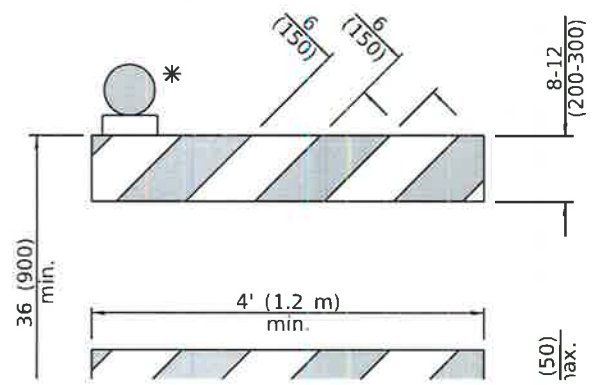
TYPE II BARRICADE



TYPE III BARRICADE



DIRECTION INDICATOR BARRICADE

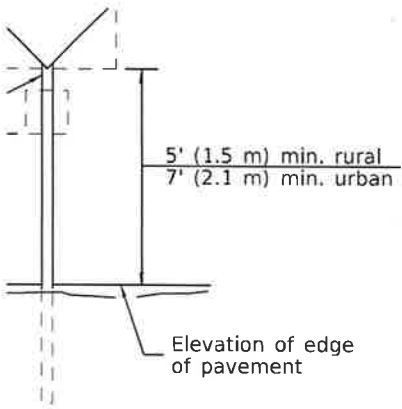


* Warning lights (if required)

OWNER COPY

CONTRACTOR

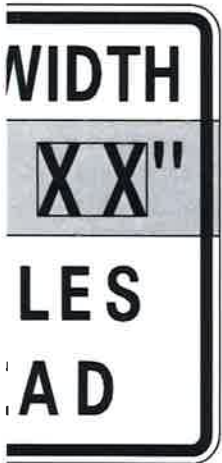
All signs on big pavement unless



(1.5 m) min. bedment

SIGNS

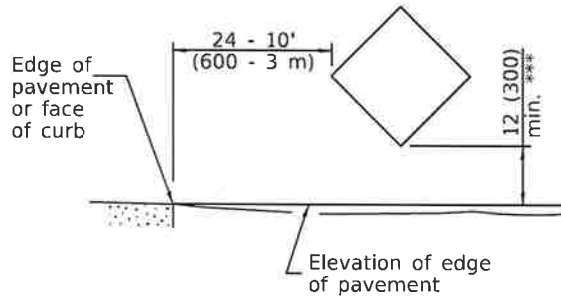
Older are present
24 (600) to the
) to the outside
er.



3-4848

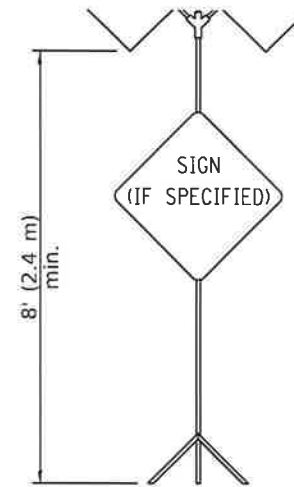
CTION SIGN

miles are variable.

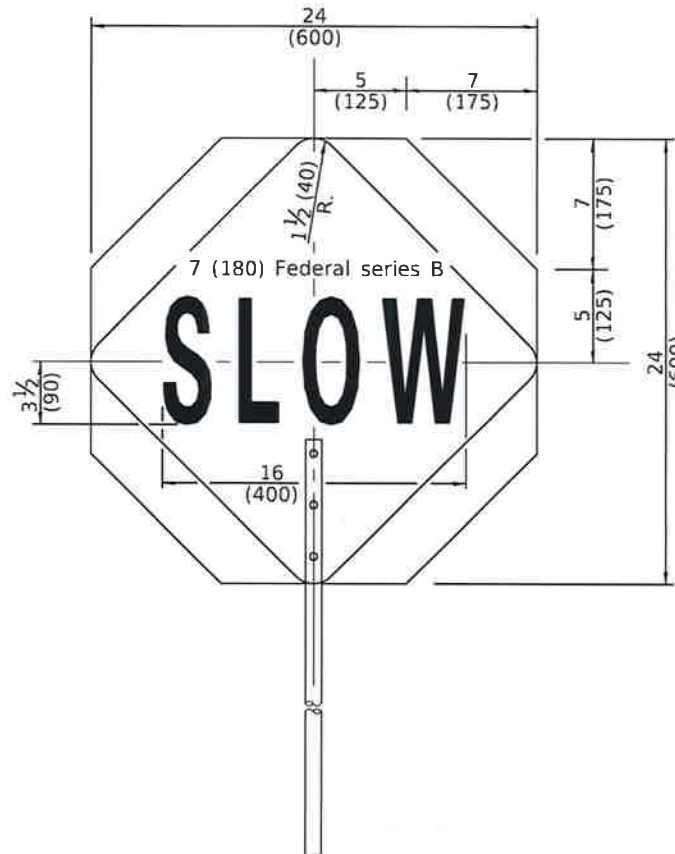
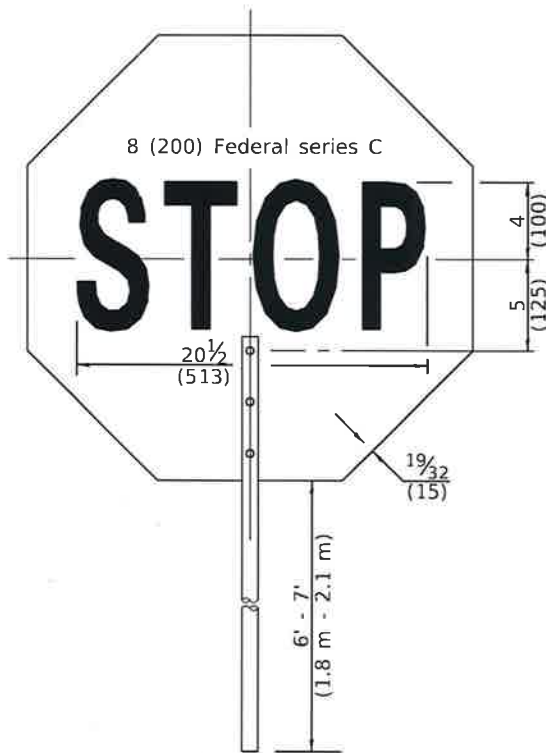


SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



HIGH LEVEL WARNING DEVICE



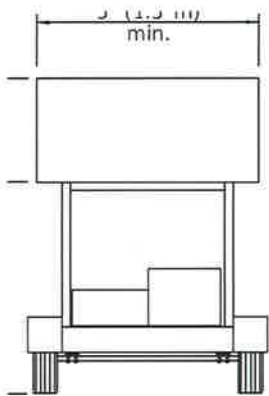
OWNER COPY

Si or

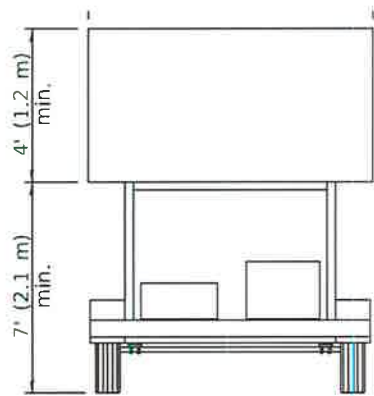
Th at

CONTRACT

**** R 10-11 under

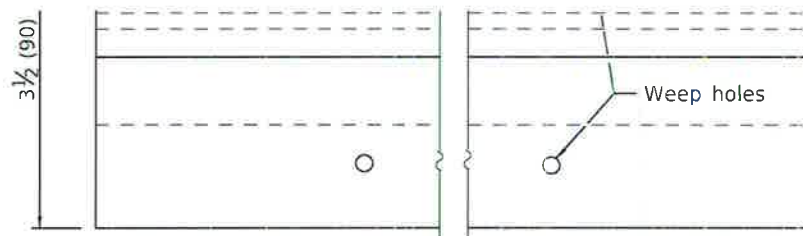


**TYPE B
ROOF OR TRAILER
MOUNTED**

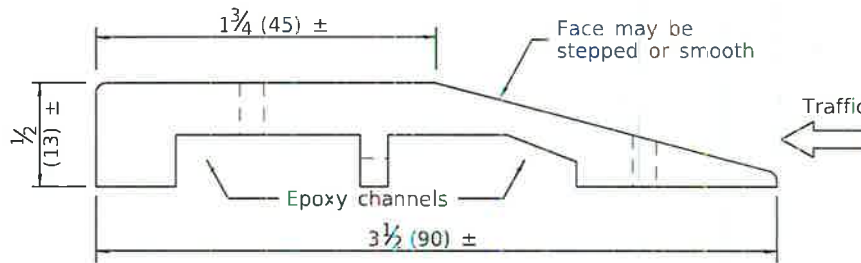


**TYPE C
TRAILER
MOUNTED**

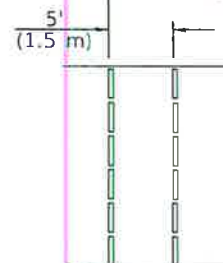
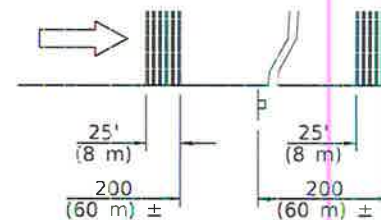
ARROW BOARDS



PLAN

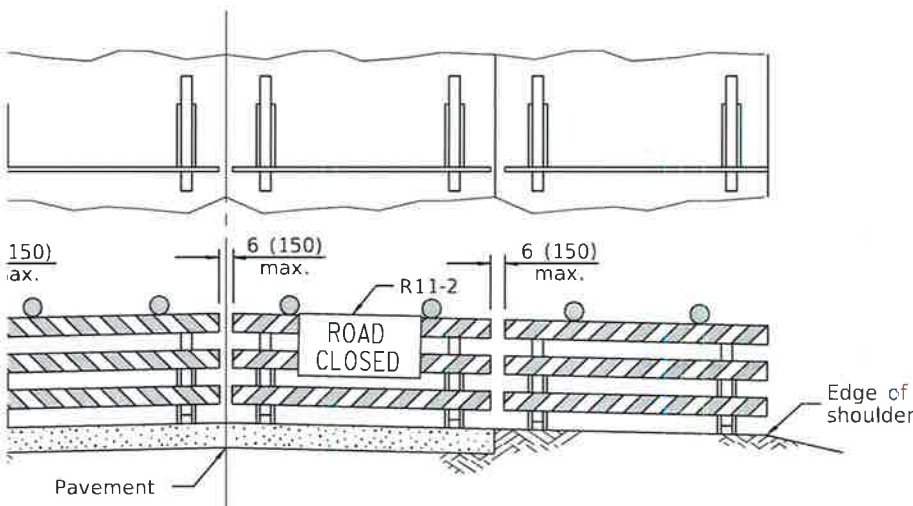


SECTION A-A



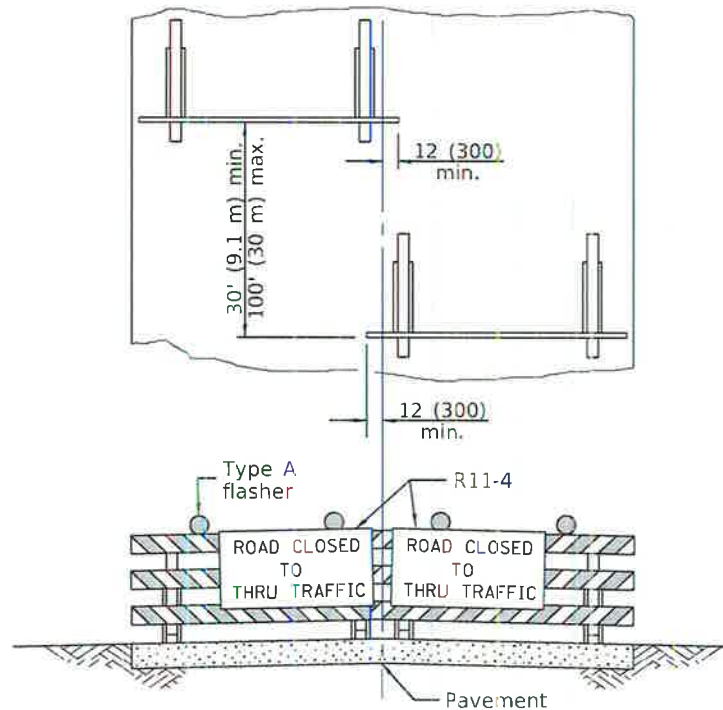
TYPICAL

TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO ALL TRAFFIC

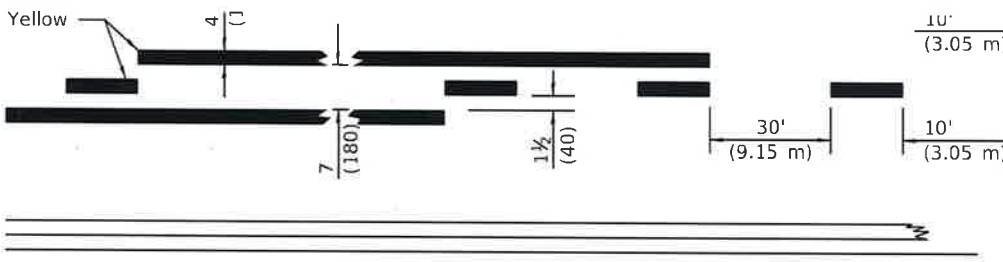
Reflectorized striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.



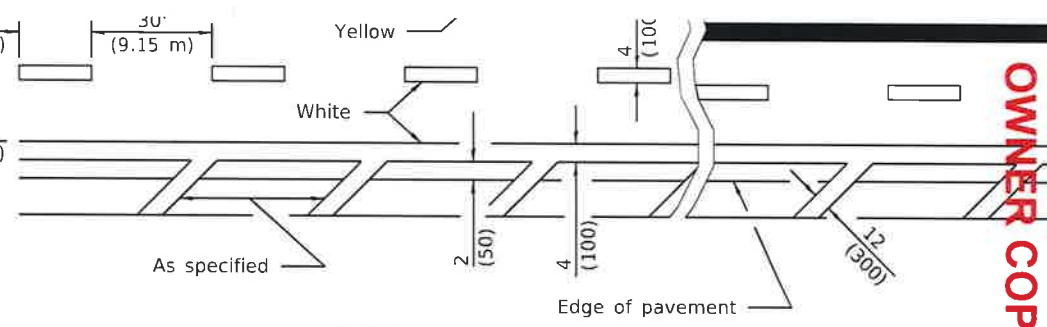
ROAD CLOSED TO THRU TRAFFIC

OWNER COPY

CONTRACT



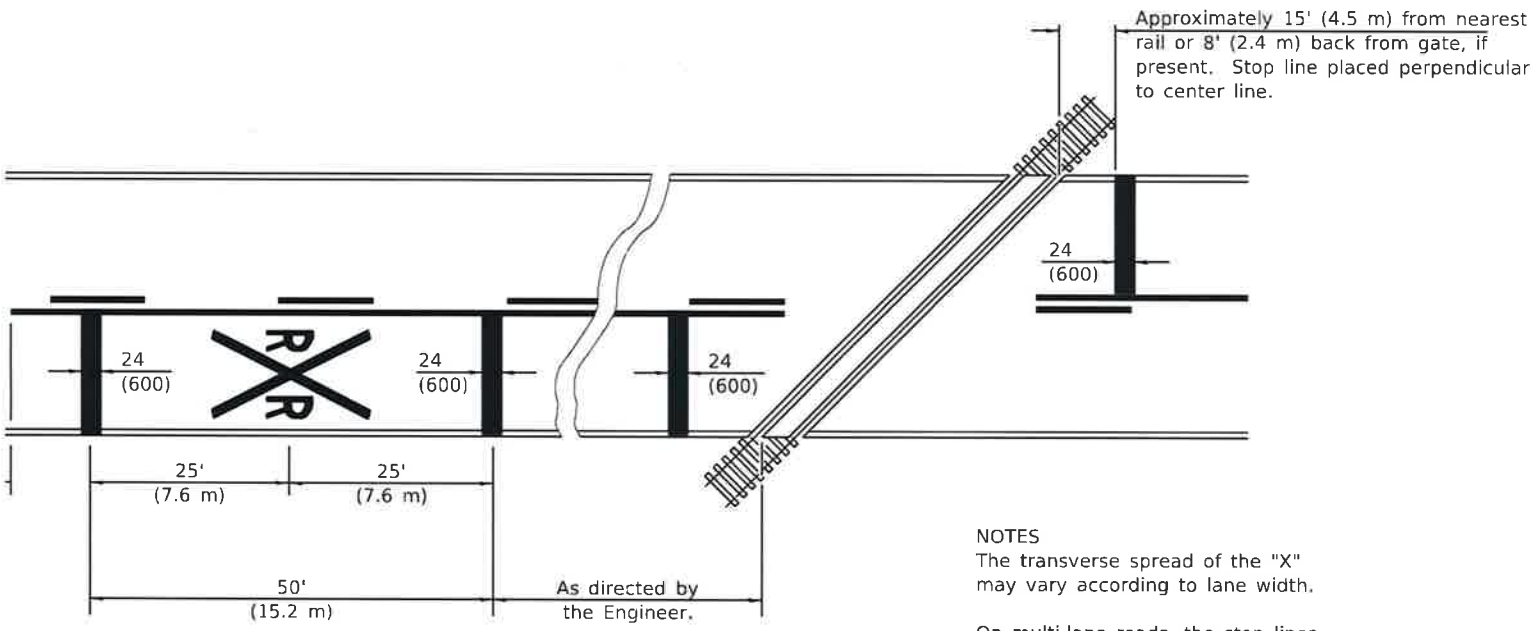
2 LANE



DIVIDED

MULTI LANE

LANE AND EDGE LINES

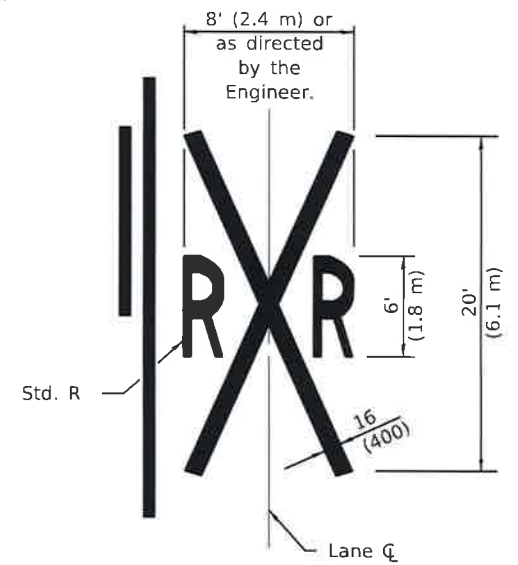


NOTES

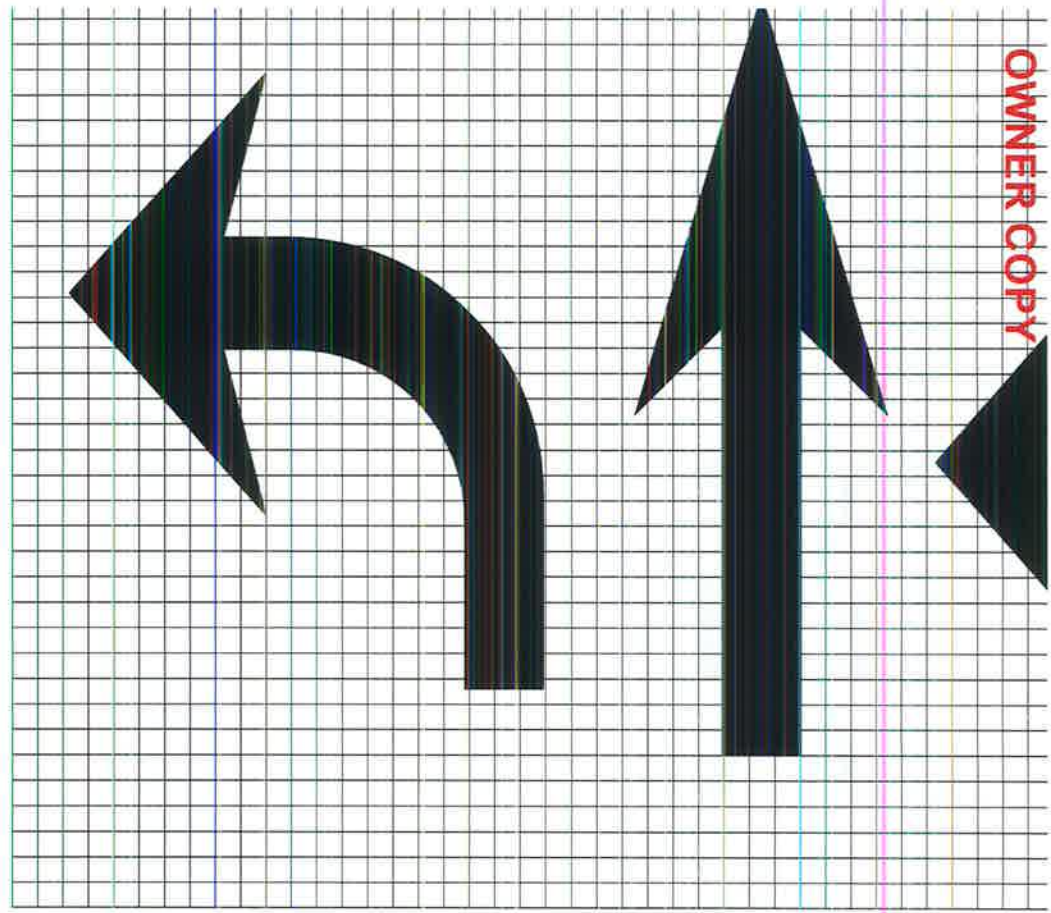
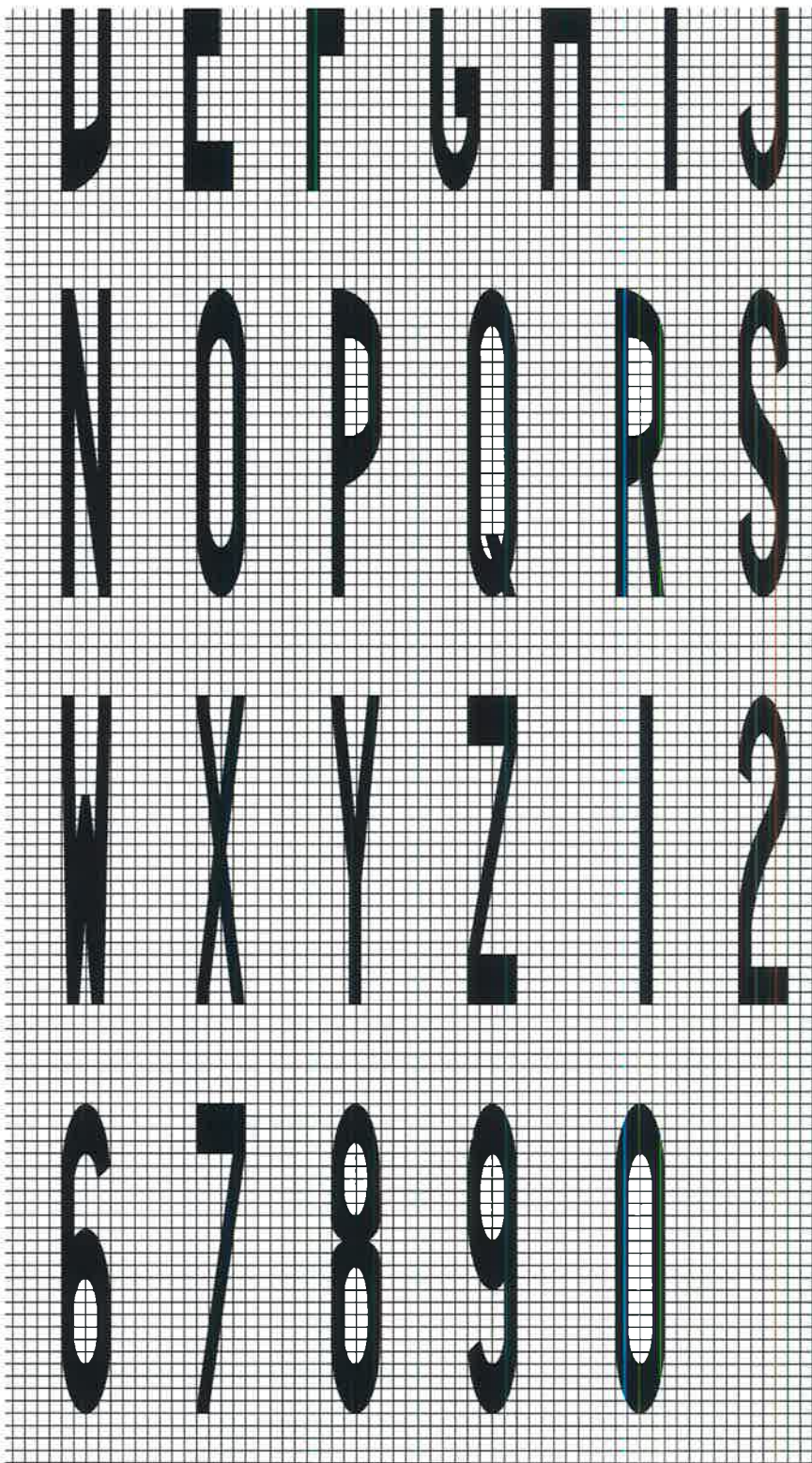
The transverse spread of the "X" may vary according to lane width.

On multi-lane roads, the stop lines shall extend across all approach lanes and separate RXR symbols shall be placed adjacent to each other in each lane.

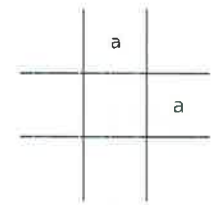
When the pavement marking symbol is used, a portion of the symbol should be located directly adjacent to the Advance Warning Sign (W10-1) as placed by Table 2C-4, Condition B of the MUTCD.



PAVEMENT MARKINGS AT



OWNER COPY

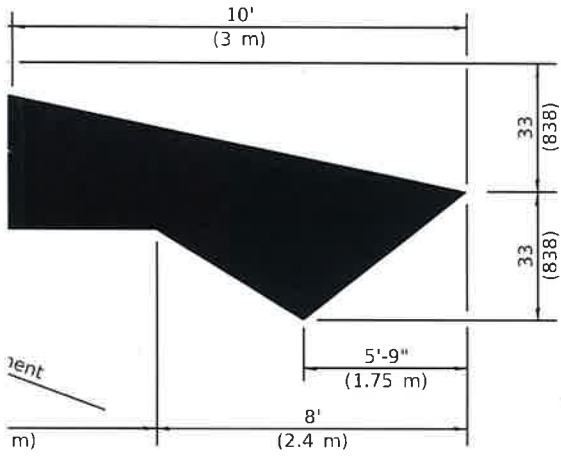


Legend Height
6' (1.8 m)
8' (2.4 m)

The space between adjacent letters or numerals should be approximately 3 (100) for 6' (1.8 m) legend and 4 (100) for 8' (2.4 m) legend.

LETTER AND ARROW GRID

CONTACT



LANE-REDUCTION ARROW

lane-reduction arrow shown.
 mirror image for left lane.



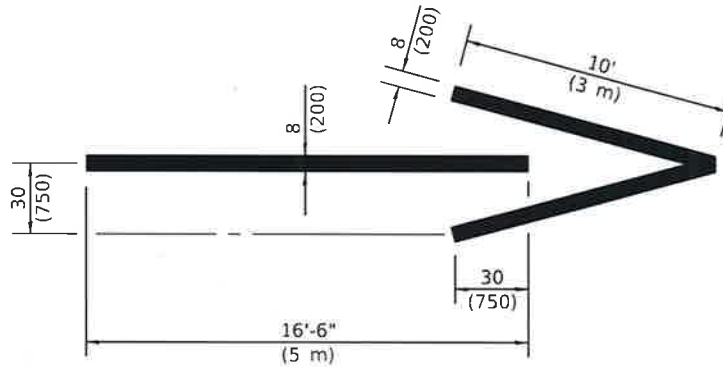
Small size: ur
 Large size: ri

20' (6 m): urban
 50' (15 m): rural
 (Between arrow
 and word or
 between words)

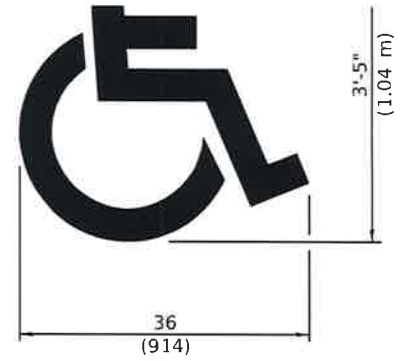


6' (1.8 m): urban
 8' (2.4 m): rural

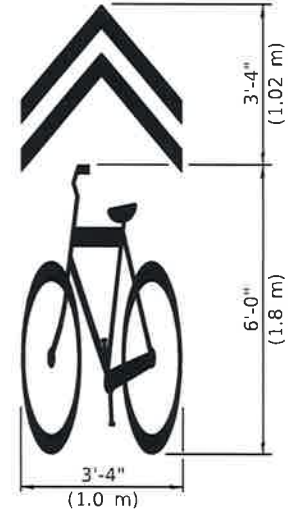
WORD AND ARROW LAYOUT



WRONG WAY ARROW



**INTERNATIONAL
 SYMBOL OF
 ACCESSIBILITY**



**SHARED LANE
 SYMBOL**

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
VILLAGE OF VILLA PARK**

APPENDIX A

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FORMS

FEDERAL REQUIREMENTS



THIS BOOKLET IS BEING PROVIDED AS PART OF THE BID MANUAL FOR THIS PROJECT BECAUSE FEDERAL LABOR STANDARDS AND PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.

THIS BOOKLET CONTAINS:

- Required Contract Provisions for HUD Funded Capital projects in DuPage County, IllinoisPage 1
 - Executive Order 11246Page 13
 - HUD Federal Labor Standards ProvisionsPage 21
- HUD required general contractor and sub-contractor formsPage 26

Samples and instructions for required contractor forms to be filled out, signed, and turned in by all labor providers, including:

 - Ownership FormPage 27
 - Letter to the Office of Federal Contract Compliance LaborPage 28
 - Labor Relations AgreementPage 29
 - Apprentice Policy Recognition FormPage 31
 - Section 3 FormsPage 32
 - Certified Payroll and Statement of CompliancePage 39
- A copy of the latest Davis Bacon Federal Wage determination for wage rates in DuPage CountyPage 47

Supplied through the DuPage
Community Development Commission
421 N. County Farm Road
Wheaton, IL 60187

**REQUIRED CONTRACT PROVISIONS FOR HUD FUNDED
CAPITAL PROJECTS IN DUPAGE COUNTY, ILLINOIS**

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I. APPLICATION

- A. These *Required Contract Provisions* shall apply to all work performed on the contract by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.
- B. The Contractor shall insert in each of his subcontracts all of the stipulations contained in these *Required Contract Provisions* and also a clause requiring his Subcontractors to include these *Required Contract Provisions* in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. The *Required Contract Provisions* shall in no instance be incorporated by reference.
- C. A breach of any of the stipulations contained in these *Required Contract Provisions* may be grounds for termination of the contract.
- D. A breach of the following clauses may also be grounds for debarment as provided in 29 CFR, Part 5.6.
- E. All Bidders must sign the CDC Conditions and submit them with their complete bid package. This form is found in the Bid Specifications Manual.
- F. All bidders and their subcontractor shall be eligible for award of a federally assisted or insured contract. Should any subcontractor be found ineligible after award of a contract, its contract shall be terminated and the matter referred to the Department of Labor for its action.

II. EQUAL OPPORTUNITY PROVISIONS

A. *Equal Opportunity Clause*

Except as otherwise provided, DuPage County requires the inclusion of the following language as a condition of any grant, contract, loan insurance or guarantee involving federally assisted construction which is not exempt from the requirements of equal opportunity. The subgrantee hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR, Part 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following opportunity Clause:

B. *Activities and Contracts Not Subject to Executive Order 11246, As Amended (Applicable to federally assisted construction contracts and related subcontracts \$10,000 and under).*

During the performance of this contract, the Contractor agrees as follows,

"The Contractor shall not discriminate against any employee or applicant for employment because of race, color religion, sex or national origin. The Contractor shall take affirmative action to ensure that the applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

Such action shall include, but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the DuPage County Community Development Specialist setting forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin”.

Contractors shall incorporate foregoing requirements in all subcontracts.

III. EXECUTIVE ORDER 11246 - Equal Employment Opportunity

Contracts/Subcontracts above \$10,000 Section 202 Equal Opportunity Clause

The complete Executive Order 11246 is included in this Federal Requirements booklet.

A. During the performance of this contract, the Contractor agrees as follows,

“The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause”.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker’s representatives of the contractor’s commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor or pursuant thereto, and will permit access to his or her books, records and accounts by DuPage County, HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive

Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.

- G. The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as DuPage County or HUD may direct as means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or threatened with litigation with a subcontractor or vendor as a result of such direction by DuPage County or HUD, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

IV. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY *(Executive Order 11246, applicable to contracts/subcontracts exceeding \$10,000)*

- A. The Offeror or Bidder's attention is called the "Equal Opportunity Clause" and the "Standard Equal Employment Opportunity Construction Contract Specifications" set Herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
1. Until further notice the goal for women participation is 6.9% (Nationwide).
 2. Until further notice the goal for minority participation is 19.6% (Chicago PMSA).
- C. These goals are applicable to all Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.
- D. The Contractor's compliance with the Executive Order and the regulations in 41 CFR, Part 60.4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR, Part 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of contract, the Executive Order and the regulations in 41 CFR, Part 60.4. Compliance with the goals will be measured against the total work hours performed.
- E. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number, estimated dollar amount of the

subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

- F. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” is Chicago PMSA.

V. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (*Executive Order 11246*)

A. *As Used In These Specifications:*

1. “Covered Area” means the geographical area described in the solicitation from which this contract is resulted.
2. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.
3. “Employer identification numbers” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

B. “Minority” Includes:

1. *Black* - All persons having origins in any of the Black African racial groups not of Hispanic origin.
2. *Hispanic* – All persons of Mexican, Puerto Rican, Cuban, Central and South American or other Spanish Culture or origin, regardless of race.
3. *Asian and Pacific Islander* – All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.
4. *American Indian or Alaskan Native* – All persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

C. *Subcontracts*

1. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
2. If the Contractor is participating (pursuant to the 41 CFR, Part 60 4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an

approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

3. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 (I) through (XVI) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
6. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its acts. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following.

D. Equal Employment Opportunity Documentation

1. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of any carrying out of the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of organization's responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individuals were sent to the union hiring hall for referral and were not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason, therefore along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under D (2) above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and the disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR, Part 60, 3.
12. Conduct, at least annually, an inventory and evaluation of at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for (through appropriate training, etc.) such opportunities.

13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
17. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office from Federal Procurement contracting officers.

E. Voluntary Associations

1. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations, D-1 through D-17. The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under D-1 through D17 of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
2. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive order if a specific minority group of women is under utilized).
3. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

4. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.
 5. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to the Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 6. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR, Part 60,4.8.
 7. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation (if any), employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 8. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- F. **Civil Rights Act of 1964**
Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- G. **Section 109 Of The Housing And Community Development Act Of 1974**
No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- H. **"Section 3" Compliance In The Provisions Of Training, Employment And Business Opportunities**
1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3).

2. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to be the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
3. The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 requirements.
4. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions and the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
5. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR, Part 135, and agrees to take appropriate action as provided in the applicable provision of the subcontract in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR, Part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of regulations under 24 CFR, Part 135.
6. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom he regulations of 24 CFR, Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR, Part 135.
7. Noncompliance with HUD's regulations in 24 CFR, Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.

VI. CONTRACT WORK HOURS AND SAFETY STANDARDS

As a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction, DuPage County requires the following language to be included in full in any contract subject to the Contract Work Hours and Safety Standards ACT. As used in the section, the terms "laborers" and "mechanics" include watchmen and guards.

"The subgrantee, in accordance with Title 29, CFR, Part 5, hereby agrees that it will ensure the inclusion in all construction contract documents and bid specifications".

A. ***Overtime Requirements***

No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. ***Violation and Liability for Unpaid Wages and Liquidated Damages***

In the event of any violation of the clause set forth in Subsection A, the Contractor and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and Subcontractor shall be to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in Subsection A, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection A.

C. ***Withholding for Unpaid Wages and Liquidated Damages***

The DuPage County Community Development Specialist may withhold or cause to be withheld from any monies payable on account of work performed by the Contractor or Subcontractor such sums as may administratively be determined to be necessary to satisfy an liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection B.

D. ***Subcontract***

The Contractor shall insert in any subcontracts the clauses set for in subsections A, B and C of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts they may in turn be made.

E. ***Contractor's Responsibility***

The Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in Subparagraph A through D.

VII. SAFETY

In the performance of this contract, the Contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions, on his own responsibility or the DuPage County Community Development Specialist may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

VIII. FALSE STATEMENTS CONCERNING PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers and workers on projects utilizing Federal funds, it is essential

that all persons concerned with the project perform their functions as carefully, thoroughly and honestly as possible. Willful falsification, distortion or misrepresentation with respect to any facts related to the project is a violation of Federal law.

IX. IMPLEMENTATION OF CLEAN AIR ACT

Contract requirements

- A. The Contractor stipulates that any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (PL 91-604, 42 U.S.C 1857, as amended by PL 95-95 and PL 95-960, 42 USC 4362, 7401 et Seq.), Executive Order 11738, and regulations in implementation thereof (40 CFR, Part 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to Title 40 CFR, Part 15.
- B. The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, relating to inspection, monitoring, entry reports and information, as well as, all other requirements specified in Section 114 and all regulations and guidelines listed there under.
- C. The Contractor shall promptly notify the Community Development Specialist of the receipt of any communication from the Director, Office of Federal Activities, or the EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA Listing of Violating Facilities.
- D. The Contractor agrees to include or cause to be included the requirements of subparagraphs A through D of this section in every nonexempt subcontract and further agrees to take such action as the Government may direct as a means of enforcing such requirements.

X. LABOR STANDARDS

Except as otherwise provided, DuPage County requires the inclusion of the HUD Federal Labor Standards Provisions Form 4010 as a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction.

EXECUTIVE ORDER 11246 EQUAL EMPLOYMENT OPPORTUNITY

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I - Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors**Subpart A - Duties of the Secretary of Labor**

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or

supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204 (a) The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

(b) The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.

(c) Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

(d) The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

(b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions

set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship,

membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such

information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No.

10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such

directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

HUD REQUIRED GENERAL CONTRACTOR AND SUB-CONTRACTOR FORMS

THESE FORMS WILL NEED TO BE COMPLETED BY THE SUCCESSFUL BIDDER(S)

- Notification to the Office of Federal Contract Compliance Programs: This form applies to the successful bidder(s) and all subcontractors with contracts of \$10,000 or greater. Mail this form to U.S. Department of Labor. Copies to Owner and DuPage County.

ORIGINALS OF ALL OF THE FOLLOWING FORMS MUST BE SENT TO OWNER

- Ownership Form
- Contractor / Subcontractor Labor Relations Agreement
- Apprenticeship Policy Recognition Form
- Section 3 Forms
 - Complete as applicable
- Certified Payroll (Weekly Reports) (Two page form with payroll on first page and statement of compliance on second page.)

Note: DuPage County Community Development Commission (CDC) is the DuPage County office responsible for administering HUD funds. This project is funded in whole or part via a grant of HUD funds from DuPage County to the Owner / Subgrantee.

Informational Materials Attached: Sample Labor Relations Agreement; Section 3 Initiative and Compliance summary; Instructions for Completing Certified Payrolls and Statement of Compliance; Categorizing Foremen, Supervisors, Owners, and Other Employees on Certified Payrolls; Sample Payroll; Sample Statement of Compliance.

HUD = United States Department of Housing and Urban Development

OWNERSHIP FORM

(To be completed by business owners)

Any contractor working on a federally funded project must be cleared through the Excluded Parties List System (EPLS) for identifying businesses and individuals that have been debarred or are otherwise ineligible to be paid with federal funds. Please complete this information so that such clearance may be performed by CDC staff.

PART 1 Business Information:

Table with fields: Legal Business Name, Owner Name, Address of Business, Telephone #, DUNS #, Webpage (if available), FIN (IRS) #, Trade(s)

Indicate whether business is:

- Sole Proprietorship, Limited Liability Company, Partnership, Corporation
Date Established, Date of Agreement, Date of Incorporation
BRC, TIN

1 Does not include affiliates, wholly owned subsidiaries or divisions.
2 Business Registration Certificate Number
3 Tax Identification Number

Has the firm done or is it currently doing business under another name?

Yes: No:

If yes, please provide the name and explain:

Text box for explanation of another business name

Is the spouse of the owner also involved in the business in any capacity (Vice President, secretary, etc)?

Yes: No:

If yes, please provide name and the title of the spouse:

Text box for spouse name and title

Identify the names of all owners/principals of the company:

Table with columns: Name, Title, Business Name (if applicable)

Is the firm in Good Standing with the State of Illinois? (This will be confirmed by CDC through a check of CyberDrive Illinois.)

Yes: No:

If no, please explain:

Text box for explanation of not in good standing

PART 2 Other Concerns:

Form with checkboxes for: Business is owned by a minority person (African American, Hispanic American, Native American, Asian/Pacific American), Business is woman owned.

I certify that the above information is complete and accurate.

Signature and Date lines, Print Name and Title lines

**NOTIFICATION TO THE OFFICE OF FEDERAL
CONTRACT COMPLIANCE PROGRAMS (OFCCP)**

To be completed and mailed within 10 business days of contract signing. Send original to the Office of Federal Contract Compliance and photocopy to DuPage County Address at bottom of letter.

Date: _____

Michael Thomas, District Director
Office of Federal Contract Compliance Programs
U.S. Department of Labor – Employment Standards Administration
Chicago District Office
230 S. Dearborn St., Room 434
Chicago, IL 60604

Please be advised that the following contract in excess of \$10,000 has been awarded:

Program: _____

Contractor: _____

Contractor Address: _____

Contractor Telephone: _____

Contractor Employer ID Number: _____

\$ Amount of Contract: _____

Construction Start Date: _____

Construction Completion Date: _____

Project No. _____

Project Location: _____

Signed: _____

Printed Name: _____

Title: _____

CC: DuPage County Community Development
421 N. County Farm Rd, Room 3-100
Wheaton, IL 60187

CC: _____

Attn: _____

Attn: _____

CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)

Project Name	Non-Profit Agency New Facility Construction	Project #	CD13-01
Project Address	1 Main Street, Town, IL 60000	Contract Amount	100,000
Contractor Name	Jones Construction Company	Type	<input type="checkbox"/> GC <input checked="" type="checkbox"/> Subcontractor
<i>If SUBCONTRACTOR provide name of contracting company</i>		Tom's General Contracting Company	
Address of Business	123 Main Street, Town, IL 60000		
Contact Person	Samuel Jones	Title	Owner/President
Telephone #	111-111-1111	Fax #	222-222-2222
Email Address	sam.jones@jonesco.com	FIN (IRS) #	12-3456789

1. Is the contractor named above supplying materials only? No (continue to question 2.) Yes (Material suppliers do not have to complete this form, but any labor subcontractors hired for installation of these materials must be disclosed and must complete all HUD forms.)

2. The following persons are hereby authorized to complete and sign all payroll forms and records for the above project:

Name/Title:	Samuel Jones / Owner/President	Signature:	<i>Samuel Jones</i>
Name/Title:	Jane Jones / Payroll Administrator	Signature:	<i>Jane Jones</i>

3. I HAVE HAVE NOT received a copy of the applicable Davis-Bacon wage rates for the above project and I understand that Federal Prevailing Wage Rates apply to this project.

4. In the section below, please list the hourly wage and fringe benefits by job classification and group number of each trade employed by your company. Mark how benefits are paid. Total wages must meet Davis-Bacon minimums.

Job Classification # (for DuPage)	CARP0555-005 (Building)
Group # (if applicable)	n/a
Hourly Wage Rate:	\$41.52
Hourly Fringe Benefits:	\$25.47
<i>Fringe Benefits paid</i>	<input type="checkbox"/> in cash <input checked="" type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$66.99

Job Classification # (for DuPage)	LABO0002-003
Group # (if applicable)	1
Hourly Wage Rate:	\$35.20
Hourly Fringe Benefits:	\$21.45
<i>Fringe Benefits paid</i>	<input type="checkbox"/> in cash <input checked="" type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$56.65

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	<input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	<input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	<input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	<input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$0.00

WARNING: U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER...MAKES, PASSES, UTTERS, OR PUBLISHES ANY STATEMENT, KNOWING THE SAME TO BE FALSE...SHALL BE FINED NOT MORE THAN \$5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

The undersigned certifies that (s)he is an owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:

<i>Samuel Jones</i>	04/01/2013
Signature	Date
Samuel Jones	Owner/President
Print Name	Title

CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)

Project Name	Project Name	Project #	
Project Address		Contract Amount	
Contractor Name		Type	<input type="checkbox"/> GC <input type="checkbox"/> Subcontractor
<i>If SUBCONTRACTOR provide name of contracting company</i>			
Address of Business			
Contact Person		Title	
Telephone #		Fax #	
Email Address		FIN (IRS) #	

1. Is the contractor named above supplying materials only? No (continue to question 2.) Yes (Material suppliers do not have to complete this form, but any labor subcontractors hired for installation of these materials must be disclosed and must complete all HUD forms.)

2. The following persons are hereby authorized to complete and sign all payroll forms and records for the above project:

Name/Title:		Signature:	
Name/Title:		Signature:	

3. I **HAVE** **HAVE NOT** received a copy of the applicable Davis-Bacon wage rates for the above project and I understand that Federal Prevailing Wage Rates apply to this project.

4. In the section below, please list the hourly wage and fringe benefits by job classification and group number of each trade employed by your company. Mark how benefits are paid. Total wages must meet Davis-Bacon minimums.

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	<input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	<input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	<input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	<input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	<input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
<i>Fringe Benefits paid</i>	<input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$0.00

WARNING: U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER...MAKES, PASSES, UTTERS, OR PUBLISHES ANY STATEMENT, KNOWING THE SAME TO BE FALSE...SHALL BE FINED NOT MORE THAN \$5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

The undersigned certifies that (s)he is an owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:

Signature _____	Date _____
Print Name _____	Title _____

APPRENTICESHIP POLICY RECOGNITION FORM

This form has been provided by the DuPage Community Development Commission (CDC) for the contractor's benefit to fully understand the requirements that surround the use of apprentices and trainees on federally funded projects. You are encouraged by the CDC to assign apprentices to this project and this document discloses key requirements that will help contractors avoid infractions which necessitate wage restitution. By filling out this form, you are only demonstrating your awareness of the policies regarding apprentices and government work. After completing this form, please return it to the property owner to hand into to the CDC.

Project Name	Project Name	Project #	
Project Address		Contract Amount	
Contractor Name		Type	<input type="checkbox"/> GC <input type="checkbox"/> Subcontractor
<i>If SUBCONTRACTOR provide name of contracting company</i>			
Address of Business			
Contact Person		Title	
Telephone #		Fax #	
Email Address		FIN (IRS) #	

Federal regulations stipulate that apprentices and trainees (hereinafter "apprentices") assigned to a federally funded project are required to be accompanied by a qualified journeyman worker of the same trade. This means that apprentices are not to perform work on the *project* without proper supervision. Superintendents, company inspectors, managing supervisors, foremen, or any other person employed as contractor administration, do not qualify as a labor-mentoring agent. On each certified payroll, a journeyman's hours must match an apprentice's hours each day. There are no exceptions to this policy.

Should an apprentice perform work *alone* on the premises of the above stated project, Davis-Bacon Wage Determinations will apply and the apprentice must be paid the minimum prevailing wage for his or her time. Restitution must be paid to the employee in the manner of the difference between the prevailing wage and the apprentice's wage.

Do you plan on using apprentices for the above referenced project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are your apprentices registered with the Bureau of Apprenticeship and Training?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If not, you must register all apprentices with the Bureau. You can reach the local office at: (312) 596-5500. Return evidence of registration to the property owner.

List below the names and status of the apprentices likely planned for work on this project. Listing does not bind the contractor to assigning these apprentices and trainees:

Apprentice/Trainee Name	Year/Level	Registered	Wage/hour

I am now fully aware of the federal apprentice/trainee policies involving the above referenced project and will keep a copy of this disclaimer in the project file:

_____ Signature	_____ Date
_____ Print Name	_____ Title

DU PAGE COUNTY SECTION 3 INITIATIVE AND COMPLIANCE

Federal grant funds awarded by DuPage County to this project are subject to Section 3 compliance as provided in 24 CFR Part 135. The purpose of Section 3 is to ensure that employment and economic opportunities shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low-income persons and business concerns which provide opportunities for low-income persons. Section 3 designation is a person whose household income is 80% or less of area median family income (hereinafter, "low-income" or "Section 3 resident"). All contractors providing labor are subject to Section 3 and must complete the following documents (as applicable):

- 0) SECTION 3 CLAUSE: Acknowledgement to be signed by all Section 3 covered contractors (must be signed if the contract is over \$100,000).
- 1) FEDERAL SECTION 3 BUSINESS CONCERN SELF CERTIFICATION (FORM 1): To be completed by all contractors. Describes contractors' Section 3 status based on the following categories:
 - A. Business owned by Section 3 resident;
 - B. 30% of permanent full-time employees are Section 3 residents;
 - C. Subcontract 25% of award amount to Section 3 Business Concerns.
- 2) FEDERAL SECTION 3 RESIDENT SELF CERTIFICATION (FORM 2): To be completed by all business owners claiming Section 3 under category A and/or all Section 3 employees working on this project (Section 3 family income limits are included on the form);
- 3) PERMANENT EMPLOYEE / NEW HIRES LIST (FORM 3): To be completed by all business owners claiming Section 3 under category B or hiring new employees;
- 4) FEDERAL SECTION 3 BUSINESS CONCERN SUBCONTRACTING PLAN (FORM 4): To be completed by all business owners claiming Section 3 under category C;
- 5) FEDERAL SECTION 3 BUSINESS REPORTING (FORM 5): To be completed by all contractors. Information required to complete the federal reporting requirements.

DuPage County is responsible for executing compliance and reporting the outcomes of these efforts. Specifically, under this regulation, DuPage County is responsible for:

- 1) Informing any tier of subrecipients, developers, general contractors, contractors, and subcontractors of the requirements of Part 135;
- 2) Monitor the performance of all tiers in respect to the requirements and objectives of Part 135;
- 3) Notify potential contractors and subcontractors of Section 3 covered opportunities open for bid; and
- 4) Collect and report documentation in respect to all efforts made by tiers to achieve Section 3 participation.

Tiers receiving contracts greater than \$100,000 are covered by Section 3. As related to this project, and to the greatest extent feasible, these tiers are responsible for:

- 1) Contracting or hiring locally
- 2) Contracting at least 10% of the total project cost with Section 3 business concerns
 - a. Businesses which are majority owned by low-income persons qualify
 - b. Businesses which employ at least 30% full-time low-income employees qualify
 - c. Businesses which offer 25% of all subcontracts to Section 3 businesses qualify
- 3) Hiring, at least 30% of all new employees from low-income households
- 4) Refraining from entering into contracts with businesses in violation of Section 3
- 5) Documenting all efforts, actions taken, results, and/or impediments to achieving Section 3 obligations for submission to the DuPage Community Development Commission

Any tier contracting for \$100,000 or less is not responsible for complying with Section 3; however, it is encouraged that any contractor or new hire which qualifies as Section 3 be documented and reported to meet the numerical objectives as a whole.

Noncompliance involving the disregard of actions to be taken and/or documentation of those efforts, whether successful or not, may result in delayed or non-payment of Federal grant awards.

For more information about Section 3 and to access DuPage County's Section 3 certification forms, visit:
http://www.dupageco.org/Community_Services/Community_Development_Commission/31074/

SECTION 3 CLAUSE

The requirements of Section 3 apply to contractors and subcontractors performing work on construction or rehabilitation projects for which the contract/subcontract amount exceeds \$100,000. Any tier contracting for \$100,000 or less is not required to comply; however, it is strongly encouraged.

TITLE 24 PART 135 ECONOMIC OPPORTUNITIES FOR LOW - AND VERY LOW - INCOME PERSONS
135.38 - Section 3 clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The undersigned agrees to comply with the Section 3 Guidelines when applicable as referenced by HUD regulations in 24 CFR per 135 as amended.

Authorized Signature

Date

Print

Title

Business Name

FEDERAL SECTION 3 BUSINESS CONCERN SELF CERTIFICATION (Form 1)

(To be completed by business owners)

PART 1 Business Concern Information:

Legal Business Name			
Address of Business			
Contact Person		Title	
Telephone #		Fax #	
Email Address		FIN (IRS) #	
Trade(s)			

Business Partners/Owners Name	Title	Address

PART 2 Section 3 Federal Business Concern: The above business certifies that it qualifies as a Section 3 Business Concern based on: *(Please check the appropriate category below and provide requested supporting forms)*

A Business is majority owned (at least 51%) by Section 3 Resident(s).
 Must provide signed *Federal Section 3 Resident Self Certification (Form 2)* for the owner(s)

or

B At least 30% of the permanent, full-time employees are currently Section 3 Residents or were Section 3 Residents within the past 3 years.
 Must provide *Permanent Employee / New Hire List (Form 3)*; and
 Must provide *Federal Section 3 Resident Self Certifications (Form 2)* for all owners and Section 3 employees

or

C Commitment to subcontract 25% of the dollar award to qualified Section 3 Business Concerns if awarded contract
 Must provide signed *Federal Section 3 Subcontracting Plan (Form 4)*; and
 Must provide signed *Federal Section 3 Business Concern Self Certifications (Form 1)* for all subcontractors

D Check "D" if none of the categories above apply to your business.

PART 3 Other Business Concern:

Business is owned by a minority person: African American Hispanic American
 Other (Specify): Native American Asian/Pacific American

Business is woman owned.

PART 4 Business Owner Certification: This certification is valid for a period of 3 years (PLEASE READ CAREFULLY)

I authorize the information above to be added to a database of Section 3 Business Concerns that will enable my business to receive notice of contracting opportunities for future Section 3 covered projects. I understand that the Section 3 Business Concern list may provide additional employment opportunities, however inclusion on that list does not guarantee awarding of contracts. I further understand that this list may be accessed by DuPage County staff, developers and contractors working on Section 3 covered projects. Yes No

I certify that I will ensure that Section 3 information and its requirements are provided to all employees and lower tier subcontractors involved in the project. Under penalty of perjury I also certify that to the best of my knowledge and belief, data in this form and its attachments are true and correct, and the business will comply with all regulations and guidelines applicable to DuPage County's funding programs. I agree to furnish to DuPage County any requested documentation in support of verification of this self-certification. Furthermore, I acknowledge that this form is a public document subject to the Freedom of Information Act.

Owner Signature _____ Date _____

Print Name _____ Title _____

For Use Only:
Project # _____
Date _____

FEDERAL SECTION 3 RESIDENT SELF CERTIFICATION (Form 2)

(To be completed by each business owner if claiming Section 3 under category A of Form 1 and/or all Section 3 employees/residents)

PART 1 Resident Information:

Name			
Home Address			
Telephone #		Email	
Name of Employer			

Job Category:	<input type="checkbox"/> Business Owner/Professional	<input type="checkbox"/> Office/Clerical
	<input type="checkbox"/> Technician	<input type="checkbox"/> Trade: _____

Employee Experience/ Training/ Job Skills:	
---	--

PART 2 Income Survey:

How many persons live in your home?	_____ persons
--	---------------

What is the total yearly income of ALL persons, 18 years and older, living in your household?	\$_____ total yearly household income
--	---------------------------------------

Note: Total yearly income means all funds (salaries, dividends, interest, etc.) received during the year, before taxes.

Please note that in order to qualify as a Section 3 Resident, the total yearly household income must be less than the 2019 Section 3 income limits listed below.

Persons in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$51,000	\$58,250	\$65,550	\$72,800	\$78,650	\$84,450	\$90,300	\$96,100

PART 3 Resident Certification: This certification is valid for a period of 3 years (PLEASE READ CAREFULLY)

I authorize the information above to be added to a database of Section 3 Residents that will enable me to receive notice of employment for future Section 3 covered projects. I understand the Section 3 Resident list may provide additional employment opportunities, however inclusion on that list does not guarantee employment. I further understand that this list may be accessed by DuPage County staff, developers and contractors working on Section 3 covered projects; however no personal information will be made available to the developers, contractors, or public. Yes No

Under penalty of perjury I certify that I, _____ (print name), am a legal resident of DuPage County and qualify as a Section 3 Resident because I meet the income limits as published on this form OR I am a public housing resident. I agree to furnish to DuPage County any requested documentation in support of verification of this self-certification.

Signature Date

Print Name

Project # _____
Date _____

PERMANENT EMPLOYEE / NEW HIRES LIST (Form 3)

(To be completed by business owners if claiming Section 3 under category B of Form 1 or business owners hiring new employees)

PART 1 Business Concern Information:

Legal Business Name			
Address of Business			
Contact Person		Title	
Telephone #		Fax #	
Email Address		FIN (IRS) #	

PART 2 List all full-time employees: (Attach additional sheets as needed.)

Employee Name	New Hire (yes/no)	Trade	Section 3 (yes/no)*
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Total number of all employees:	
---------------------------------------	--

Have you, or do you, anticipate hiring new employees for this project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

* Provide Section 3 Resident Self Certification (Form 2) for all employees that qualify as Section 3 Residents. Please note that in order to qualify as a Section 3 Resident, the total yearly household income must be less than the 2019 Section 3 income limits listed below.

Persons in Household	1	2	3	4	5	6	7	8
80% AMI (gross income)	\$51,000	\$58,250	\$65,550	\$72,800	\$78,650	\$84,450	\$90,300	\$96,100

PART 3 Certification: (PLEASE READ CAREFULLY)

Under penalty of perjury I certify that I am an owner/officer of the business and further certify that to the best of my knowledge and belief, data in this form and its attachments are true and correct, and the business will comply with all regulations and guidelines applicable to DuPage County's funding programs. I agree to furnish to DuPage County any requested documentation in support of verification of this form. Furthermore, I acknowledge that this form is a public document subject to the Freedom of Information Act.

Authorized Signature _____ Date _____

Print Name _____ Title _____

Project # _____
Date _____

FEDERAL SECTION 3 BUSINESS CONCERN SUBCONTRACTING PLAN (Form 4)

(To be completed by business owners only if claiming Section 3 under category C of Form 1)

PART 1 Business Concern information:

Legal Business Name			
Address of Business			
Contact Person		Title	
Telephone #		Fax #	
Email Address		FIN (IRS) #	

PART 2 Subcontractors:

Name of Subcontractor	Type of Contract (trade)	Estimated Contract Amount	Section 3 Business Concern (yes/no) *
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

* Provide Section 3 Business Concern Self Certification (Form 1) for all subcontractors that qualify as Section 3.

PART 3 Business Concern Contract and Subcontract(s) Amounts:

Total contract amount	\$ _____	Estimated amount to be subcontracted	\$ _____
Amount to be subcontracted to Section 3 businesses:	\$ _____	% of subcontracts that are Section 3	% _____

PART 4 Certification: (PLEASE READ CAREFULLY)

Under penalty of perjury I certify that I am an owner/officer of the business and further certify that to the best of my knowledge and belief, data in this form and its attachments are true and correct, and the business will comply with all regulations and guidelines applicable to DuPage County's funding programs. I agree to furnish to DuPage County any requested documentation in support of verification of this form. Furthermore, I acknowledge that this form is a public document subject to the Freedom of Information Act.

_____ Signature	_____ Date
_____ Print	_____ Title

FEDERAL SECTION 3 BUSINESS REPORTING (Form 5)

(To be completed by business owners - General Contractor & Subcontractors – only if awarded contract)

PART 1 Business Concern Information:

Please complete this form pertaining to the dollar amount your business has contracted for under this project.

Legal Business Name			
Address of Business			
Contact Person		Title	
Telephone #		Fax #	
Email Address		FIN (IRS) #	

Project Name		General or Subcontractor	
Contract Amount	\$	Number of Subs Hired	

PART 2 Employment and Training Data:

Please provide any employment and training figures concerning New Hires and Section 3 status:

Job category	Number of New Hires	Number of Section 3 New Hires	Number of Section 3 Trainees or Apprentices
Professionals			
Technicians			
Office/Clerical			
Construction Trade (Specify below):			
Other Categories (Specify below):			

PART 3 Contracting Data:

Construction Contracts:

Total dollar amount of your contract on this project:	\$
Total dollar amount subcontracted to Section 3 businesses:	\$
Percentage of total dollar amount subcontracted to Section 3 businesses:	
Total number of Section 3 Certified Businesses receiving contracts:	

Non-construction Contracts (engineering, architectural):

Total dollar amount of non-construction contracts received on this project:	\$
Total dollar amount subcontracted to non-construction Section 3 businesses:	\$
Percentage of total dollar amount subcontracted to non-construction Section 3 businesses:	
Total number of non-construction Section 3 businesses receiving contracts:	

PART 4 Certification: (PLEASE READ CAREFULLY)

Under penalty of perjury I certify that I am an owner/officer of the business and further certify that to the best of my knowledge and belief, data in this form and its attachments are true and correct, and the business will comply with all regulations and guidelines applicable to DuPage County's funding programs. I agree to furnish to DuPage County any requested documentation in support of verification of this form. Furthermore, I acknowledge that this form is a public document subject to the Freedom of Information Act.

Authorized Signature

Date

Print

Title

CATEGORIZING FOREMEN, SUPERVISORS, OWNERS, AND OTHER EMPLOYEES ON CERTIFIED PAYROLLS

Non-labor employees on or off the jobsite need not report their wage rates, however some exceptions do apply:

Non-Covered Job Classifications

Workers performing normal duties of the following job classifications are not subject to wage requirements:

- | | |
|---------------------------|------------------------------|
| 1) Project Superintendent | 5) Water Carrier |
| 2) Project Engineer | 6) Messenger |
| 3) Project Foreman* | 7) Clerical Workers |
| 4) Watchman | 8) Other Non-Labor Employees |

* Exception is the Working Foreman. A Working Foreman is one who devotes more than 20 percent of time during a work week to mechanic or labor duties, and who must be paid the applicable rate for the hours so worked.

Supervisors, Owners, and Other Salaried Employees Providing Full-Time Supervision

- 1) Supervisors
 - a. Hours worked by these employees must be reported although wage rates need NOT be reported.
 - b. The term "Salary" may appear in place of wage rate for any salaried employee.
- 2) Owners
 - a. Owners who perform labor-work on a federally funded project along side journeymen employees must also report hours worked.
 - b. Like supervisors owners need not report salary, with exception to #3:
- 3) Self-Employed, Sole-Laborer Owners
 - a. Owners who are either the only laborer or mentoring an apprentice or trainee MUST report wage rate and weekly wage for work performed.
 - b. Certified payrolls MUST also be completed and signed by the General Contractor.

Apprentices and Trainees

- 1) Apprentices and Trainees may be paid a lower wage rate than Prevailing Wage under the following conditions:
 - a. The apprentice or trainee is supervised hour for hour by a journeyman of the same trade.
 - b. Journeyman to apprentice ratio set by the local union is maintained
 - c. Supervisors, superintendents or any other management employee does not count as appropriate supervision.
- 2) If an apprentice or trainee is found unsupervised:
 - a. Employer will be contacted by phone and mail.
 - b. Restitution to meet the Davis-Bacon wage determination for hours worked will be required.
 - c. Non-compliance can and will hold up further payouts.

INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

[WH-347](#) (PDF) OMB Control No. 1235-0008, Expires 01/31/2015.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract

specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file.

For example, move your mouse cursor over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

- SAMPLE -

- SAMPLE -

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



U.S. Wage and Hour Division
Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input checked="" type="checkbox"/>		ADDRESS 123 Main Street, Town, IL 60000		OMB No.: 1235-0008
Jones Construction Company				Expires: 01/31/2015
PAYROLL NO. 1 - Initial	FOR WEEK ENDING 04/12/2013	PROJECT AND LOCATION Non-Profit Agency New Facility Construction, Town, IL	PROJECT OR CONTRACT NO. CD13-01	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	O	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
				S	M	T	W	T	F	S				FICA	WITH-HOLDING TAX	Union Dues	OTHER	TOTAL DEDUCTIONS			
				7	8	9	10	11	12	13											
John Doe ###-##-1234 12 Any Street, Town, IL	2	CARPENTER JOURNEYMAN CARP0555-005	O									26.00	41.52	0.00	\$1,079.52	\$74.20	\$106.00	\$31.80		\$212.00	\$867.52
John Doe ###-##-1234 12 Any Street, Town, IL	2	LABORER Group #1 LABO0002-003	O									14.00	35.20	0.00	\$492.80	\$34.50	\$49.28	\$13.55		\$97.33	\$395.47
Thomas Terrific ###-##-5678 13 Any Street, Town, IL	1	CARPENTER APPRENTICE	O									14.00	30.50	0.00	\$427.00	\$29.89	\$64.05	\$12.81		\$106.75	\$320.25
William Worker ###-##-9123 14 Any Street, Town, IL	2	LABORER Group #1 LABO0002-003	O									3.00	\$52.80		\$1,566.40	\$109.60	\$156.64	\$43.07		\$309.31	\$1,257.09
Jarvis Smart ###-##-4567 15 Any Street, Town, IL	0	LABORER Group #1 LABO0002-003	O									40.00	35.20	0.00	\$1,566.40	\$158.62	\$453.20			\$611.82	\$1,654.18
Samuel Jones ###-##-8912 16 Any Street, Town, IL	0	OWNER	O									16.00									

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20036.

- SAMPLE -

- SAMPLE -

Date 04/13/2013

I, Samuel Jones Owner / President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Jones Construction Company on the (Contractor or Subcontractor)

Non-Profit Agency New Facility Construction; that during the payroll period commencing on the (Building or Work) 7 day of April, 2013, and ending the 13 day of April, 2013,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Jones Construction Company from the full (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

See Deductions column in this payroll

[Blank lines for deductions]

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

[X] - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

[] - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

Table with 2 columns: EXCEPTION (CRAFT) and EXPLANATION. Row 1: James Smart - Laborer, Probationary Employee, not yet qualified for pension/welfare benefits - \$56.65 hourly rate.

REMARKS: [Blank area for remarks]

NAME AND TITLE: Samuel Jones, Owner / President; SIGNATURE: Samuel Jones

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

- SAMPLE -

- SAMPLE -

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008

Expires: 01/31/2015

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			O	T	U	S	D	A	S				FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
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Federal Requirements

Federal Wage Decision

(will be provided to you for inclusion in the Bid Specification Manual at the time the Manual is approved by CDC staff)

Please be advised, the included federal wage decision is being provided as a courtesy. The federal wage decisions are updated weekly and the most current versions can be obtained at www.beta.sam.gov

This wage decision is subject to change pending modification by the Department of Labor. The actual wages that must be paid will be “locked” at bid opening based on the most current wage decision, and provided a contract is awarded within 90 days of bid opening, and construction is started within 90 days of contract award.

"General Decision Number: IL20200011 09/04/2020

Superseded General Decision Number: IL20190011

State: Illinois

Construction Types: Heavy and Highway

Counties: Boone, De Kalb, Du Page, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include landscape projects).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	05/01/2020
2	05/08/2020
3	06/05/2020
4	06/19/2020
5	06/26/2020
6	07/03/2020
7	07/17/2020
8	07/24/2020
9	08/07/2020
10	09/04/2020

CARP0555-003 06/01/2020

DUPAGE ANE LAKE COUNTIES

	Rates	Fringes
CARPENTER		
Building.....	\$ 49.76	35.86
Heavy & Highway.....	\$ 49.76	35.86

WILL COUNTY

	Rates	Fringes
Carpenter and Piledriver.....	\$ 49.76	38.26

CARP0555-011 06/01/2020		

KANE, McHENRY (North of Hwy 52), AND KENDALL COUNTIES

	Rates	Fringes
Carpenter and Piledriver.....	\$ 49.76	35.87

CARP0790-003 05/01/2020		

DE KALB COUNTY

	Rates	Fringes
CARPENTER.....	\$ 43.56	31.72

CARP0790-004 05/01/2020		

CARROLL, JO DAVIESS, LEE, OGLE (Oregon and South thereof),
STEPHENSON, and WHITESIDE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 43.56	31.72

CARP0792-003 05/01/2020		

BOONE COUNTY

	Rates	Fringes
CARPENTER.....	\$ 45.10	30.18

ELEC0009-002 05/31/2020		

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman.....	\$ 42.82	61.93%
Lineman and Equipment		
Operator.....	\$ 54.90	61.93%

ELEC0117-001 06/01/2020		

KANE (Northern Half) and McHENRY (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 51.15	35.2%+17.19

ELEC0150-001 08/01/2020		

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 42.05	44.14

ELEC0176-011 06/01/2020

WILL COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 47.00	41.09

ELEC0196-001 03/02/2020

BOONE, DEKALB, DUPAGE, KANE, KENDALL, LAKE, and MCHENRY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 44.61	36.25%+6.50+A
Groundman Truck Driver.....	\$ 35.52	36.25%+6.50+A
Groundman.....	\$ 34.27	36.25%+6.50+A
Lineman, Substation Technician, Cable Splicing Technician, Digger Operator, Crane Operator 20 tons and above, and Signal Technician.....	\$ 53.63	36.25%+6.50+A

FOOTNOTE: A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, and Thanksgiving Day

ELEC0364-003 06/01/2020

BOONE (All) & DEKALB (Remainder) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 48.62	36.97

ELEC0461-006 06/08/2020

DEKALB (Sandwich TWP), KANE (Southern Half) & KENDALL (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 49.94	35.28

ELEC0701-001 06/03/2019

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 41.00	105.86%

ENGI0150-015 06/01/2020

BOONE and DE KALB COUNTIES

Rates Fringes

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OPERATOR: Power Equipment

Group 1.....	\$ 47.00	42.70
Group 2.....	\$ 46.45	42.70
Group 3.....	\$ 45.15	42.70
Group 4.....	\$ 43.70	42.70
Group 5.....	\$ 42.25	42.70

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant; Asphalt Heater and Planer combination; Asphalt Spreader; Asphalt Silo Tender; Autograder, GOMACO or similar; Belt Loader; Caisson Rigs; Car Dumper, Central Redi-Mix Plant; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Backhoe with Shear attachment; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and machines of a like nature; Creter Crane; Crusher, stone; Derricks; Derrick Boats; Derricks, traveling; Dredges; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill truck mounted; Roto Mill Grinder, 36" and over; Roto Mill Grinder, less than 36"; Slip- Form Paver; Soil Test Drill Rig, truck mounted; Straddle Buggies; GCI Crane and similar; Hydraulic Telescoping Form (tunnel); Tie Back Machine; Tractor Drawn Belt Loader: Tractor Drawn Belt Loader with attached Pusher; Tractor with boom; Tractaire with attachment; Traffic Barrier Conveyor Machine; Raised or Blind Hoe Drill (Tunnel & Shaft); Trenching Machine; Truck Mounted Concrete Pump with boom; Truck mounted Concrete Conveyor; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket 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; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer,

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two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; 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

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd

GROUP 5: Oilers

PREMIUM PAY:

Long Boom :

Cranes & Derricks 90' to 150' including jib receive an extra \$.50 per hour. Cranes & Derricks over 150' including jib receive an extra \$.50 per hour plus an additional \$.10 for each additional 10' of boom or jib.

Capacity Pay: Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated \$.01 per hour for each ton of the rated capacity in excess of 50 ton.

Long Boom pay and Capacity pay cannot be combined.

Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra \$.50 per hour.

Creter Cranes:

When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra \$.50 per hour.

Truck Mounted Concrete Pumps:

When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive \$.50 per hour extra.

Truck Mounted Concrete Conveyor:

Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall receive an extra \$.50 per hour.

Underground Work:

Employees working in tunnels, shafts, etc. shall be paid an additional \$.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional \$.50 per hour. Employees working under air pressure of 7 pounds or over shall receive \$.65 per hour more.

Mining Machines- Boring Machines:

The crew operating and maintaining the Mining Machines shall be compensated an additional \$.50 per hour.

* ENGI0150-024 06/01/2020

DUPAGE, KANE, KENDALL, LAKE, McHENRY, and WILL COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 50.30	42.90
GROUP 2.....	\$ 49.75	42.90
GROUP 3.....	\$ 47.70	42.90
GROUP 4.....	\$ 46.30	42.90
GROUP 5.....	\$ 45.10	42.90

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket 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; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including

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articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 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; Fireman on Boilers; Forklift Trucks; Grouting Machines; 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

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON0001-014 06/01/2019

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 50.88	39.37
Structural and Reinforcing..	\$ 50.63	39.37

IRON0063-003 06/01/2020

LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 51.63	37.73

IRON0393-003 06/01/2019

DEKALB (SOUTHEASTERN 2/3 including Sycamore and Dekalb), DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and MCHENRY (SOUTHEAST 1/4) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 47.00	36.79

IRON0444-006 06/01/2018

KENDALL (Southern Part) and WILL COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 43.00	38.20

IRON0498-003 06/01/2019

BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.25	40.53

LAB00002-004 06/01/2018

DUPAGE COUNTY

	Rates	Fringes
LABORER (SEWER CONSTRUCTION)		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.85	28.19
GROUP 3.....	\$ 42.95	28.19
GROUP 4.....	\$ 43.07	28.19
GROUP 5.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Signalmen Top Laborers, and all other Laborers not Mentioned.

GROUP 2: Concrete Laborers; Steel Setters.

GROUP 3: Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.

GROUP 4: Bottom Men; Bracers-Bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welders & Burners; Well Point System Men.

GROUP 5: Asbestos Abatement Laborers, Toxic and Hazardous Waste Removal Laborers & Dosimeter use (any device) Monitoring Nuclear Exposure.

LAB00002-009 06/01/2018

DU PAGE COUNTY

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 lbs.....	\$ 43.72	28.19

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16 - 20 lbs.....	\$ 44.22	28.19
21 - 26 lbs.....	\$ 44.72	28.19
27 - 33 lbs.....	\$ 45.72	28.19
34 lbs and over.....	\$ 46.72	28.19
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 42.85	28.19
GROUP 3.....	\$ 42.95	28.19
GROUP 4.....	\$ 43.07	28.19
GROUP 5.....	\$ 42.72	28.19

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABO0032-007 05/01/2020

DE KALB COUNTY

	Rates	Fringes
LABORER		
General Laborer.....	\$ 37.34	34.12
Skilled Laborer.....	\$ 40.39	34.12

LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Bumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Landscaper, Unloading Explosives, Laying of Sod, Planting of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition Worker, Explosive Handling, Trimming & Removal of Trees, Multi-Plate Pipe, Pilot Cars for Traffic Control, Power Rigging

Skilled Laborer: Asbestos Abatement Worker; Hazardous Waste Worker Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of Building Materials, Laborers With De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing, Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporart Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

 LAB00075-002 06/01/2017

WILL COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.55	27.47
GROUP 3.....	\$ 41.20	27.47
GROUP 4.....	\$ 41.55	27.47
GROUP 5.....	\$ 41.40	27.47
GROUP 6.....	\$ 41.55	27.47
GROUP 7.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on

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road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete duct or any other type of pipe used, on public utility work (ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill

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steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet; and all laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suiting up); Blasting men (Powdermen)

GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer; and chimney and silo laborers for every additional 50 feet or any part thereof above 100 feet high

LAB00149-002 06/01/2018

BOONE, KANE, KENDALL, AND MCHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 42.72	28.19
GROUP 2.....	\$ 43.00	28.19
GROUP 3.....	\$ 43.00	28.19
GROUP 4.....	\$ 43.00	28.19
GROUP 5.....	\$ 42.95	28.19
GROUP 6.....	\$ 43.07	28.19
GROUP 7.....	\$ 43.07	28.19
GROUP 8.....	\$ 42.72	28.19
GROUP 9.....	\$ 43.72	28.19

LABORER CLASSIFICATIONS

GROUP 1: Common laborer, Asphalt laborer, Asphalt plant laborer, Striping laborer, Clipper type concrete saw, Self-propelled saws

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

GROUP 4: Stringline & form setter; Torchman (demolition), Sheeting & Cribbing, Black top rakers & lutemen, Machine screwmen

GROUP 5: Chain saw man, Jackhammer man, Drillman, Concrete breaders & air spade,

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

GROUP 9: Asbestos abatement laborers, Toxic & hazardous waste removal laborers & Dosimeter (any device) monitoring nuclear exposure

LAB00152-003 06/01/2017

LAKE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 41.20	27.47
GROUP 2.....	\$ 41.28	27.47
GROUP 3.....	\$ 41.20	27.47
GROUP 4.....	\$ 41.43	27.47
GROUP 5.....	\$ 41.40	27.47
GROUP 6.....	\$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

GROUP 4: Rakers and Lutemen; Machine screwman; Kettlemen; Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box Spreaders; Laborers on birch overman and similar spreader equipment; Laborers on apscoc; Laborers on Air Compressors; Paving Form Setters; Jackhammerman (Concrete); Power Drive Concrete Saws

GROUP 5: Cement Gun Nozzle (Gunite)

GROUP 6: Asbestos abatement laborers; Toxic and hazardous waste removal laborers; Dosimeter (any device monitoring nuclear exposure)

PAIN0014-003 06/01/2018

LAKE and WILL COUNTIES

	Rates	Fringes
PAINTER: Brush Only.....	\$ 46.55	27.24

PAIN0030-001 06/01/2019

DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES

	Rates	Fringes
PAINTER		
Brush, Drywall Taper/Finisher, Sandblaster, and Spray.....	\$ 47.30	22.53

PAIN0030-004 06/01/2019

BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES

Rates Fringes

PAINTER

Brush, Roller, Spray, Sandblasting, Paperhanger, Drywall Finishing, Taper, and Spray Structural Steel...	\$ 40.65	23.66
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PLAS0011-002 06/01/2020

WILL COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 44.19	39.41
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PLAS0011-008 06/01/2020

DE KALB, KANE, KENDALL, AND McHENRY COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 48.20	35.35
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PLAS0011-013 06/01/2020

LAKE COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 46.72	36.84
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PLAS0011-015 06/01/2020

BOONE COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 38.75	31.27
PLASTERER.....	\$ 35.78	32.38

PLAS0803-001 08/01/2010

DUPAGE COUNTY

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 38.00	24.03
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* TEAM0179-002 06/01/2017

KENDALL and WILL COUNTIES

Rates Fringes

TRUCK DRIVER

2 or 3 Axle Trucks.....	\$ 37.68	0.15+a
4 Axle Trucks.....	\$ 37.83	0.15+a
5 Axle Trucks.....	\$ 38.03	0.15+a
6 Axle Trucks.....	\$ 38.23	0.15+a

FOOTNOTES:

a. \$733.20 per week.

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b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

* TEAM0301-001 06/01/2019

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 39.34	10.75+a
4 AXLES.....	\$ 39.49	10.75+a
5 AXLES.....	\$ 39.69	10.75+a
6 AXLES.....	\$ 39.89	10.75+a

FOOTNOTES:

- a. 380.00 per week pension.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

* TEAM0325-004 06/01/2020

BOONE and WINNEBAGO COUNTIES

Rates Fringes

TRUCK DRIVER

2 - 3 Axles.....\$ 39.87 22.60

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4 Axles.....	\$ 40.02	22.60
5 Axles.....	\$ 40.22	22.60
6 Axles.....	\$ 40.33	22.60

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers
 Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation
 Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more
 *Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice;
 Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

 * TEAM0330-002 06/01/2019

DEKALB COUNTY

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 38.23	0.25+a
4 AXLES.....	\$ 38.38	0.25+a
5 AXLES.....	\$ 38.58	0.25+a
6 AXLES.....	\$ 38.78	0.25+a

FOOTNOTE: a. \$868.50 per week

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An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

* TEAM0673-003 06/01/2019

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES.....	\$ 38.47	0.25+a
4 AXLES.....	\$ 38.62	0.25+a

5 AXLES.....	\$ 38.82	0.25+a
6 AXLES.....	\$ 39.02	0.25+a

FOOTNOTE: a. \$861.10 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

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rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

OWNER COPY

review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION"

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
VILLAGE OF VILLA PARK**

APPENDIX B

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>EXAMPLE</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>EXAMPLE</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".

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
VILLAGE OF VILLA PARK**

APPENDIX C

VILLAGE OF VILLA PARK ORDINANCE 3733

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 Pubic 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

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
VILLAGE OF VILLA PARK**

APPENDIX D

IEPA LPC-663 FORM



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Street Rehabilitation and Water Main Work Office Phone Number, if available: 815-770-2850

Physical Site Location (address, including number and street):

Harvard Avenue from Jefferson Park to Ridge Road

City: Villa Park State: IL Zip Code: 60181

County: DuPage Township: York

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.89965 Longitude: - 87.98371
(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

- GPS Map Interpolation Photo Interpolation Survey Other

EDR First Report

IEPA Site Number(s), if assigned: BOL: None BOW: None BOA: None

Approximate Start Date (mm/dd/yyyy): _____ Approximate End Date (mm/dd/yyyy): _____

Estimated Volume of debris (cu. Yd.): _____

II. Owner/Operator Information for Source Site

Site Owner

Site Operator

Name: _____

Name: _____

Street Address: _____

Street Address: _____

PO Box: _____

PO Box: _____

City: _____ State: _____

City: _____ State: _____

Zip Code: _____ Phone: _____

Zip Code: _____ Phone: _____

Contact: _____

Contact: _____

Email, if available: _____

Email, if available: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

- 90.986

Project Name: Street Rehabilitation and Water Main Work Latitude: 41.89965 Longitude: - 87.98371

Uncontaminated Soil Certification

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a):

See attached report. Topographic maps reviewed to 1891, aerials to 1939. Site area agricultural since before that time. Streets laid out after 1920 with some residential construction. Subdivision complete after 1939. Park and pool on south after 1962. Commercial to north after 1972. EDR did not identify Site or any nearby properties. Eight soil borings performed.

b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201 (g), 1100.205(a), 1100.610]:

Samples PID screened identified no volatile organics. Samples B-2/S-2 and B-7/S-4, representing Site conditions, collected for analysis of VOCs, PNAs, total RCRA metals, & pH. Analytical results verify the soil meets MACs after chromium SPLP. pH of 8.50 for B-2/S-2 and 8.56 for B-7/S-4 also between 6.25 and 9.0, therefore, soil is uncontaminated.

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

I, Aaron J. Ulrey (name of licensed professional engineer or geologist) certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

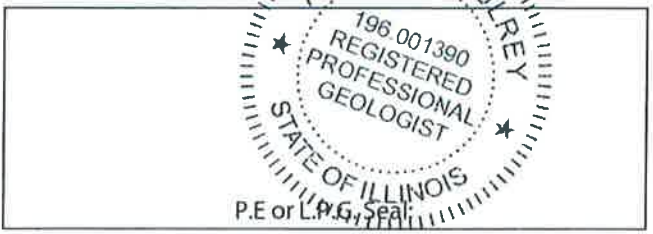
Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name: Testing Service Corporation
Street Address: 360 South Main Place
City: Carol Stream State: IL Zip Code: 60188
Phone: 630-462-2600

Aaron J. Ulrey
Printed Name:


Licensed Professional Engineer or
Licensed Professional Geologist Signature:

3-27-2020
Date:



an 091

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
VILLAGE OF VILLA PARK**

**APPENDIX E
SOIL BORINGS**



TESTING SERVICE CORPORATION

Corporate Office

360 S. Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Local Offices:

457 E. Gundersen Drive, Carol Stream, IL 60188-2492
630.653.3920 • Fax 630.653.2726

650 N. Peace Road, Suite D, DeKalb, IL 60115-8401
815.748.2100 • Fax 815.748.2110

1350 TriState Parkway, Unit 122, Gurnee, IL 60031-9135
847.249.6040 • Fax 844.767.4721

2235 23rd Avenue, Rockford, IL 61104-7334
815.394.2562 • Fax 815.394.2566

203 Earl Road, Suite A, Shorewood, IL 60404-9446
815.744.1510 • Fax 815.744.1728

Report of Pavement Investigation

Harvard Avenue Improvements

Jefferson Park to Ridge Road

Villa Park Illinois

Geotechnical & Environmental Engineering



Construction Materials Engineering & Testing



Laboratory Testing of Soils, Concrete & Asphalt



Geo-Environmental Drilling & Sampling

Prepared For:

**Christopher B. Burke Engineering,
9575 West Higgins Road Suite 600
Rosemont, IL 60018**

GEOTECHNICAL GROUP



**TESTING SERVICE CORPORATION***Corporate Office:*

360 S. Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Local Office:

457 E. Gundersen Drive, Carol Stream, IL 60188-2492
630.653.3920 • Fax 630.653.2726

Local Office
March 20, 2020

Mr. Alex Schaefer
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, IL 60018

Re: L-90,985
Harvard Avenue Improvements
Jefferson Park to Ridge Road
Villa Park Illinois

Dear Mr. Schaefer:

This report presents results of a soils exploration (including pavement cores) performed for the proposed pavement reconstruction and new water main in Villa Park, Illinois. These geotechnical engineering services have been provided in accordance with TSC Proposal No. 64,549 dated February 18, 2020 and the attached General Conditions, incorporated herein by reference.

The project site is located on the north side of the Village of Villa Park, situated about ¼ mile south of North Avenue. Roadway improvements extend along Harvard Avenue from Jefferson Park to Ridge Road for approximately 2700 linear feet (lf). The pavement consisted of asphalt and/or P.C. concrete in a fair to poor condition with alligator, longitudinal and transverse cracking as well as areas with patch work were noted. Current plans call for pavement reconstruction as well as a new water main along Harvard Avenue.

Field Investigation and Laboratory Testing

Borings 1 - 8 were performed as part of this soils exploration. The boring locations were selected by the Client and marked on the pavement by TSC. Reference is made to the enclosed Boring Location Plan for the drilling layout, ground surface elevations at the borings also being shown. The elevations were acquired by TSC using a Trimble R8s GNSS Receiver, being rounded to the nearest 0.5 foot.

Borings 1 - 8 were first cored and then extended as soil borings to depths of 10 feet below top of pavement, being performed using a GeoProbe rig mounted on a coring van. Continuous macro-core push samples (1.5 inch diameter) were taken by it, from which representative test specimens were obtained at approximately 2-foot intervals. Water level readings were recorded during and following completion of drilling operations, with the boreholes then immediately backfilled and patched at the surface to preclude possible hazards to the public.

All soil samples were examined in the laboratory to verify field descriptions and to classify them in accordance with the Unified Soil Classification System. Laboratory testing included water content determinations for all cohesive and intermediate (silt or loamy) soil types. An estimate of unconfined compressive strength was obtained for all cohesive soils using a calibrated pocket penetrometer. Dry unit weight test were also run on specimens of cohesive fill.

Christopher B. Burke Engineering, Ltd.
Harvard Avenue Improvements
L-90,985 - March 20, 2020



Reference is made to the boring logs included with this report indicating subsurface stratigraphy and soil descriptions, results of field and laboratory tests, as well as water level observations. Definitions of descriptive terminology are also included. While strata changes are shown as a definite line on the boring logs, the actual transition between soil layers is likely to be more gradual. Fluctuations in the groundwater table may also occur due to variations in precipitation (short-term and seasonal) as well as rises in drops in creek, pond or other nearby surface water features, i.e. water levels at a future date may be higher or lower than those recorded at the time of drilling.

Discussion of Test Data

Borings 1 - 8 were taken along Harvard Avenue between Jefferson Park and Ridge Road in Villa Park. Results of the pavement cores are summarized in the following table, i.e. bituminous concrete and base course total thicknesses given:

Boring No.	Bituminous Concrete Thickness (in)	P.C. Concrete Thickness (in)	Base Course Thickness** (in)
1	3¼	---	10
2	---	6¼	---
3	---	6½	---
4	---	6½	41
5	---	6½	3
6	---	5¾	1
7	---	6	1
8	---	6½	1

* Total Bituminous/P.C Concrete thicknesses rounded to the nearest ¼ inch.

** Base course thicknesses rounded to the nearest 1 inch.

Borings 1 - 8 were first cored in order to determine the thickness and composition of the existing pavements. Boring 1 revealed the presence of 3¼ inches of Hot Mix Asphalt (bituminous concrete). Borings 2 - 8 (7 total) revealed the presence of 5¾ to 6½ inches of P.C. Concrete with no steel observed. Examination of the core sample revealed that the asphalt section was comprised of 2 layers of bituminous surface courses.

The asphalt and P.C. Concrete were typically found overlying 1 to 10 inches of granular base course materials, being as thick as 41 inches in B-4. It should be noted that granular base course materials were apparently absent in Borings 2 and 3. The granular materials consisted of crushed stone having a maximum size between ¾ and 1 inch in size, with fines.

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Silty clay fill materials in a medium stiff to hard condition were encountered directly underlying the pavement section in Borings 3 and 5, and extended to depths of 8 feet below the top of pavement. Samples of the cohesive fill material exhibited dry unit weights ranging from 94 to 115 pounds per cubic feet (pcf), pocket penetrometer readings ranging from 0.5 to 4.5+ tons per square foot (tsf) and moisture contents varying from 17 to 29 percent.

Crushed stone fill materials (CA-6) were found below the pavement section in B-4, extending to a depth of 4 feet below the top of pavement. Sand fill material were then encountered underlying these granular fill materials in B-4 and extended to a depth of 6 feet below the top of pavement.

Medium stiff to hard native silty clay soils otherwise predominated in the borings and extended to boring completion depths of 10 feet below the top of pavement. Samples of the cohesive soils typically exhibited pocket penetrometer readings ranging from 1.5 to 4.5+ tsf, being as low as 0.25 tsf in Borings 4 and 8. Moisture contents varied from 16 to 30 percent, being as high as 42 percent in B-4.

Borings 2, 5, 6 and 8 were "dry" (no free groundwater encountered) both during and upon completion of field operations. Free water was initially encountered at depths of 6 to 8 feet below existing grade in Borings 1, 3 and 7 and at a depth of 2 feet in B-4. Upon completion of field operations the water level in the boreholes generally remained within 3 feet of their initial readings while rising by 4 feet in B-1.

Analysis and Recommendations

Mill and Overlay

Borings 1 - 8 were taken for the proposed pavement reconstruction and new water main in Villa park. Boring 1 revealed 3¼ inches of asphalt pavement which is considered deficient for milling and resurfacing (i.e. too thin to save). If the pavements are milled, the exposed asphalt pavement section will likely fall apart with the use of typical heavy milling equipment and associated truck traffic. During wet times of the year, milling and overlaying may be more problematic due to a wet subgrade, with the trucks and heavy milling equipment aggravating this condition. It is recommended that the pavement be at least partially reconstructed.

Borings 2 - 8 (7 total) revealed 5¾ to 6½ inches of P.C. concrete pavement, considered suitable for overlaying. As long as some reflective cracking can be tolerated, Borings 2 - 8 can be overlaid. A 4.75mm Sand mix layer may be applied first in order to help reduce/delay reflective cracking. It is recommended that a tack coat also be used to create a strong adhesive bond without slippage. It should be understood that overlaying is a temporary fix with a limited lifespan and will not have the same results as total pavement reconstruction.

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Base Course Assessment

If the bituminous concrete is completely removed, the exposed granular base course may remain in place provided that it passes a proof-roll. In our experience the granular base course materials will often fail to pass a proof-roll in areas where they are less than 10 inches thick and/or in times of wetter weather.

The proof-roll should be performed using a heavily loaded 6-wheel dump truck or equivalent piece of construction equipment. Areas where the rutting depths of the granular base course are in the range of ½ inch should be marked out for partial or full depth patching with a bituminous concrete binder course mixture. If rutting depths are greater than 1 inch, the remediation of the underlying granular base course (and/or subgrade) by removal and replacement methods with granular materials should be scheduled. Undercut areas may be backfilled with crushed stone, crushed gravel or recycled concrete meeting IDOT gradations CA-1, CA-3, or CA-7.

Pavement Design

A nominal Illinois Bearing Ratio (IBR) value of 3.0 is typically used for the design of asphalt pavements in this area, reflecting the clay subgrade which is prevalent. Use of these values assume that any soft or unstable areas will be remediated, i.e. subgrade stabilized until passing a proof-roll.

Base course materials should conform to IDOT gradation specification CA-6 (well-graded sand and gravel mixture) and be compacted to 95 percent Modified Proctor density or 100 percent of the Standard Proctor (ASTM D 698) maximum density value. The granular base course materials should ideally be kept drained by a system of underdrains placed at least 30 inches below pavement grade (critical to all pavement structures). The underdrains should be pitched to allow for positive drainage and outlet into storm sewers, i.e. not have a discharge that would be prone to freezing such as day lighting into a ditch.

Bituminous materials should conform to an approved current IDOT Superpave mix design (N30 or N50 typical for light-duty pavements and N50 or N70 for heavy-duty), as well as Standard Specifications for Road and Bridge Construction, Sections 406 and 1032. They should be compacted to between 93 and 97 percent of their theoretical maximum density, as determined by the supplier. Portland Cement Concrete (PCC) design should conform to the Standard Specifications for Road and Bridge Construction, Sections 353 and 420.

Water Main

Borings 1 - 8 were taken for the proposed water main along Harvard Avenue. It is understood that it will likely be installed about 4 to 6 feet below the top of pavement. Medium stiff to hard native silty clay soils were encountered at the approximate bearing level of the water main in Borings 1 - 3 and 6 - 8 (6 total), considered suitable for water main and trench backfill support.

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It should be noted that soft and very moist silty clay soils were encountered approximately 6 feet below the top of pavement in Borings 4 and 5. They had pocket penetrometer readings of 0.5 tsf or less and high moisture contents of 28 to 42 percent. If relatively soft or unsuitable soils are exposed during open cut excavations on the order of 12 to 18 inches of IDOT gradation CA-7 or CA-1 material (¾ to 3-inch rock) may be placed to provide a satisfactory base for water main installation. It should also be expected that these soil types will slough during construction, causing a larger than normal excavation.

Lateral earth pressures for permanent underground structures will be dependent on the type of backfill used and the groundwater levels. Equivalent fluid pressures are given for cohesive and granular backfills, assuming at-rest (K_0) earth pressures. The values shown represent the increase in lateral pressure over a 1.0 foot distance measured in pounds per square foot (psf/ft).

EQUIVALENT FLUID PRESSURE (PSF/FT)

<u>BACKFILL TYPE</u>	<u>ABOVE WATER TABLE</u>	<u>BELOW WATER TABLE</u>
Granular	50	90
Cohesive	70	100

In connection with the open excavations, the Contractor must either brace the sides of the excavations or slope them back in accordance with current OSHA requirements to prevent excavation instability. In this regard, all excavations should comply with the requirements of OSHA 29CFR, Part 1926, Subpart P, "Excavations" and its appendices as well as any other applicable codes. This document states that excavation safety is the responsibility of the Contractor. Reference to this OSA requirements should be included in the job specifications.

Groundwater Management

Serious groundwater problems are not anticipated taking into account that free water was typically encountered below 6 feet at the time of drilling and the cohesive/impervious nature of the subsurface soils. However, the accumulation of run-off water or seepage at the base of excavations may still be expected to occur during foundation construction and site work. The Contractor should therefore be prepared to implement dewatering/unwatering procedures, as a minimum to include pumping from strategically placed sumps.

Closure

It is recommended that full-time technician services be provided by Testing Service Corporation personnel during pavement construction, so that undercuts and the soils at subgrade levels can be monitored for compliance with the recommended procedures and specifications.

The analyses and recommendations submitted in this report are based upon the data obtained from the eight (8) soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between core locations, the nature and extent

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of which may not become evident until during the course of construction. If variations are then identified, recommendations contained in this report should be re-evaluated after performing on-site observations.

Please call if there are any questions in regard to this matter or if we may be of further service.

Respectfully submitted,

TESTING SERVICE CORPORATION

A handwritten signature in blue ink, appearing to read "J. Cabrera".

Jonathan Cabrera, E.I.T.
Staff Engineer



A handwritten signature in blue ink, appearing to read "Timothy R. Peceniak".

Timothy R. Peceniak, P.E.
Geotechnical Engineer
Registered Professional Engineer
Illinois No. 062-061269

JAC.TRP



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

~~Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.~~

~~In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.~~

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



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PAVEMENT CORE RESULTS

(Each component of pavement section listed from top down.)

Boring 1:	1.4"	Bituminous Surface Course	(Fabric observed)
	1.8"	Bituminous Surface Course	
	3¼"	Total Asphalt Thickness	
	10"	Crushed Stone Base Course	(1" Max w/ fines)
Boring 2:	6.2"	P.C. Concrete	(No Steel Observed)
	6¼"	Total P.C. Concrete Thickness	
	No Crushed Granular Base Course Observed		
Boring 3:	6.6"	P.C. Concrete	(No Steel Observed)
	6½"	Total P.C. Concrete Thickness	
	No Crushed Granular Base Course Observed		
Boring 4:	6.4"	P.C. Concrete	(No Steel Observed)
	6½"	Total P.C. Concrete Thickness	
	41"	Crushed Stone Base Course	(¾" Max w/ fines)
Boring 5:	6.6"	P.C. Concrete	(No Steel Observed)
	6½"	Total P.C. Concrete Thickness	
	3"	Crushed Stone Base Course	(¾" Max w/ fines)
Boring 6:	5.8"	P.C. Concrete	(No Steel Observed)
	5¾"	Total P.C. Concrete Thickness	
	1"	Crushed Stone Base Course	(¾" Max w/ fines)
Boring 7:	6.1"	P.C. Concrete	(No Steel Observed)
	6"	Total P.C. Concrete Thickness	
	1"	Crushed Stone Base Course	(¾" Max w/ fines)
Boring 8:	6.4"	P.C. Concrete	(No Steel Observed)
	6½"	Total P.C. Concrete Thickness	
	1"	Crushed Stone Base Course	(¾" Max w/ fines)

APPENDIX

UNIFIED CLASSIFICATION CHART

LEGEND FOR BORING LOGS

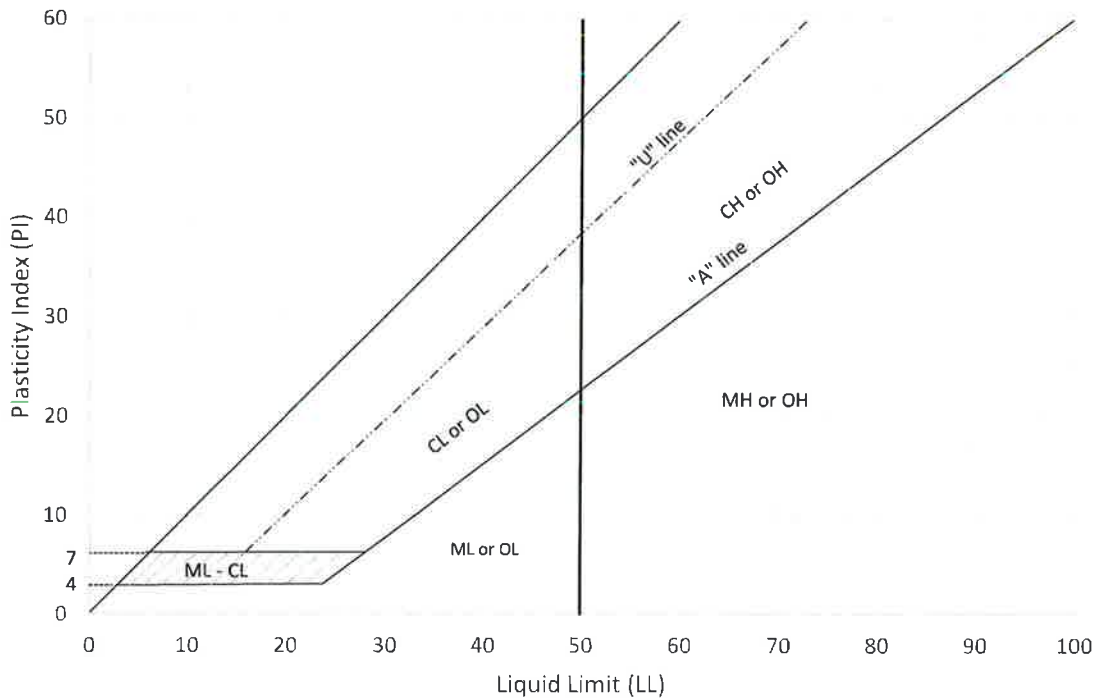
BORING LOGS

BORING LOCATION PLAN

CRITERIA FOR ASSIGNING GROUP SYMBOLS AND GROUP NAMES USING LABORATORY TEST ^a				SOIL CLASSIFICATION	
				Group Symbol	GROUP NAME ^b
COARSE - GRAINED SOILS more than 50% retained on No. 200 sieve	GRAVELS More than 50% of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS less than 5% fines ^c	$c_u \geq 4$ and $1 \leq c_c \leq 3$ ^e	GW	Well-graded gravel ^f
			$c_u < 4$ and/or $1 > c_c > 3$ ^e	GP	Poorly-graded gravel ^f
		GRAVELS WITH FINES more than 12% fines ^c	Fines classify as ML or MH	GM	Silty gravel ^{f, g, h}
			Fines classify as CL or CH	GC	Clayey gravel ^{f, g, h}
	SANDS 50% or more of coarse fraction passes No. 4 sieve	CLEAN SANDS less than 5% fines ^d	$c_u \geq 6$ and $1 \leq c_c \leq 3$ ^e	SW	Well-graded sand ⁱ
			$c_u < 6$ and/or $1 > c_c > 3$ ^e	SP	Poorly-graded sand ⁱ
		SANDS WITH FINES more than 12% fines ^d	Fines classify as ML or MH	SM	Silty sand ^{g, h, f}
			Fines classify as CL or CH	SC	Clayey sand ^{g, h, f}
FINE - GRAINED SOILS 50% or more passed the No. 200 sieve	SILTS & CLAYS Liquid limit less than 50%	Inorganic	PI > 7 or plots on or above "A" line ^j	CL	Lean clay ^{k, l, m}
			PI < 4 or plots below "A" line ^j	ML	Silt ^{k, l, m}
		Organic	$\frac{\text{Liquid limit} - \text{oven dried}}{\text{Liquid limit} - \text{not dried}} < 0.75$	OL	Organic clay ^{k, l, m, n} Organic silt ^{k, l, m, o}
			PI plots on or above "A" line	CH	Fat clay ^{k, l, m}
	SILTS & CLAYS Liquid limit 50% or more	Inorganic	PI plots below "A" line	MH	Elastic silt ^{k, l, m}
			$\frac{\text{Liquid limit} - \text{oven dried}}{\text{Liquid limit} - \text{not dried}} < 0.75$	OH	Organic clay ^{k, l, m, p} Organic silt ^{k, l, m, q}
		Organic	PI plots on or above "A" line		
			PI plots below "A" line		
Highly organic soils	Primarily organic matter, dark in color, and organic odor			PT	Peat

- a. Based on the material passing the 3-inch (75-mm) sieve.
- b. If field sample contained cobbles and/or boulders, add "with cobbles and/or boulders" to group name
- c. Gravels with 5 to 12% fines required dual symbols
GW-GM well graded gravel with silt
GW-GC well graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay
- d. Sands with 5 to 12% fines require dual symbols
SW-SM well graded sand with silt
SW-SC well graded sand with clay
SP-SM poorly graded sand with silt
SP-SC poorly graded sand with clay
- e. $c_u = D_{60}/D_{10}$ $c_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$

- f. If soils contains $\geq 15\%$ sand, add "with sand" to group name.
- g. If fines classify as CL-ML, use dual symbol GC-GM, SC-SM
- h. If fines are organic, add "with organic fines" to group name
- i. If soils contains $\geq 15\%$ gravel, add "with gravel" to group name
- j. If Atterberg Limits plot in hatched area, soil is a CL - ML, silty clay
- k. If soils contains 15 to 29% plus No. 200, add "with sand" or "with gravel" whichever is predominant
- l. If soil contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name.
- m. If soils contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name
- n. PI ≥ 4 and plots on or above "A" line
- o. PI ≥ 4 and plots below "A" line
- p. PI plots on or above "A" line
- q. PI plots below "A" line





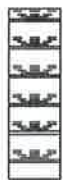
LEGEND FOR BORING LOGS



FILL



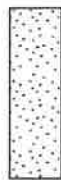
TOPSOIL



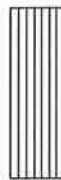
PEAT



GRAVEL



SAND



SILT



CLAY



LIMESTONE/
DOLOMITE

SAMPLE TYPE

SS	=	Split-Spoon
ST	=	Thin-Walled Tube
A	=	Auger
MC	=	Macro-Core (Geoprobe)

WATER LEVEL OBSERVATIONS

▼	While Drilling
▽	End of Boring
▼	24 Hours

FIELD AND LABORATORY TEST DATA

N	=	Standard Penetration Resistance in Blows per Foot (bpf)
WC	=	In-Situ Water Content (%)
Qu	=	Unconfined Compressive Strength in Tons per Square Foot (tsf)
*	=	Pocket Penetrometer Reading: Maximum Value = 4.5 tsf
Y _{dry}	=	Dry Unit Weight in Pounds per Cubic Foot (pcf)

SOIL DESCRIPTIONS:

MATERIAL

BOULDER
COBBLE
Large GRAVEL
Small GRAVEL
Coarse SAND
Medium SAND
Fine SAND
SILT and CLAY

PARTICLE SIZE RANGE

Over 12 inches
12 inches to 3 inches
3 inches to ¾ inch
¾ inch to No. 4 Sieve
No. 4 Sieve to No. 10 Sieve
No. 10 Sieve to No. 40 Sieve
No. 40 Sieve to No. 200 Sieve
Passing No. 200 Sieve

COHESIVE SOILS

<u>CONSISTENCY</u>	<u>Qu (tsf)</u>
Very Soft	Less than 0.25
Soft	0.25 to 0.5
Medium Stiff	0.5 to 1.0
Stiff	1.0 to 2.0
Very Stiff	2.0 to 4.0
Hard	4.0 and over

COHESIONLESS SOILS

<u>RELATIVE DENSITY</u>	<u>N (bpf)</u>
Very Loose	0 – 3
Loose	4 – 9
Medium Dense	10 – 29
Dense	30 – 49
Very Dense	50 and over

MODIFYING TERM

Trace
Little
Some

PERCENT BY WEIGHT

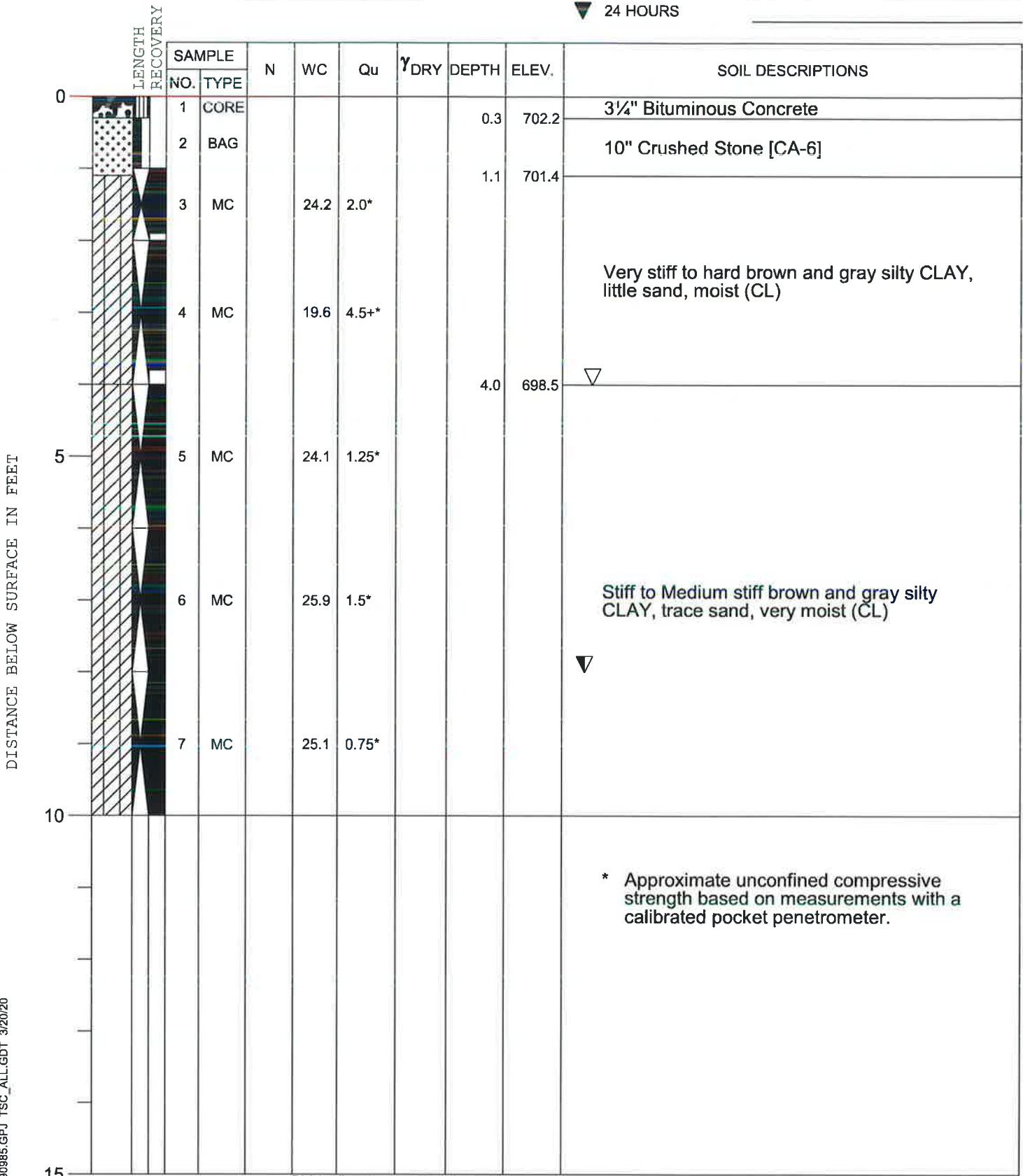
1 – 10
10 – 20
20 – 35

ELEVATIONS

GROUND SURFACE	702.5
END OF BORING	692.5

WATER LEVEL OBSERVATIONS

▽ WHILE DRILLING	8.0'
▽ AT END OF BORING	4.0'
▽ 24 HOURS	



* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

TSC2 90985.GPJ TSC_ALL.GDT 3/20/20



PROJECT **Harvard Avenue Improvements, From Jefferson Park Ridge Road, Villa Park, IL**

CLIENT **Christopher B. Burke Engineering, Ltd., 16221 West 159th Street Suite 201, Lockport, IL**

BORING **2** DATE STARTED **3-13-20** DATE COMPLETED **3-13-20** JOB **L-90,985**

ELEVATIONS
 GROUND SURFACE **707.0**
 END OF BORING **697.0**

WATER LEVEL OBSERVATIONS
 ▽ WHILE DRILLING **Dry**
 ▽ AT END OF BORING **Dry**
 ▽ 24 HOURS

DISTANCE BELOW SURFACE IN FEET	LENGTH RECOVERY	SAMPLE		N	WC	Qu	γ _{DRY}	DEPTH	ELEV.	SOIL DESCRIPTIONS
		NO.	TYPE							
0		1	CORE					0.5	706.5	6 1/4" P.C. Concrete
		2	MC		30.2	1.0*				Medium stiff brown silty CLAY, trace sand, very moist (CL/CH)
		3	MC		23.4	0.75*		2.0	705.0	
		4	MC		22.0	2.25*				Medium stiff to Very stiff brown silty CLAY, little sand, trace gravel, very moist to moist (CL)
5		5	MC		23.1	1.5*				
		6	MC		18.7	4.5+*		8.0	699.0	Hard brown silty CLAY, little sand and gravel, moist (CL)
10										
										* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.
15										

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

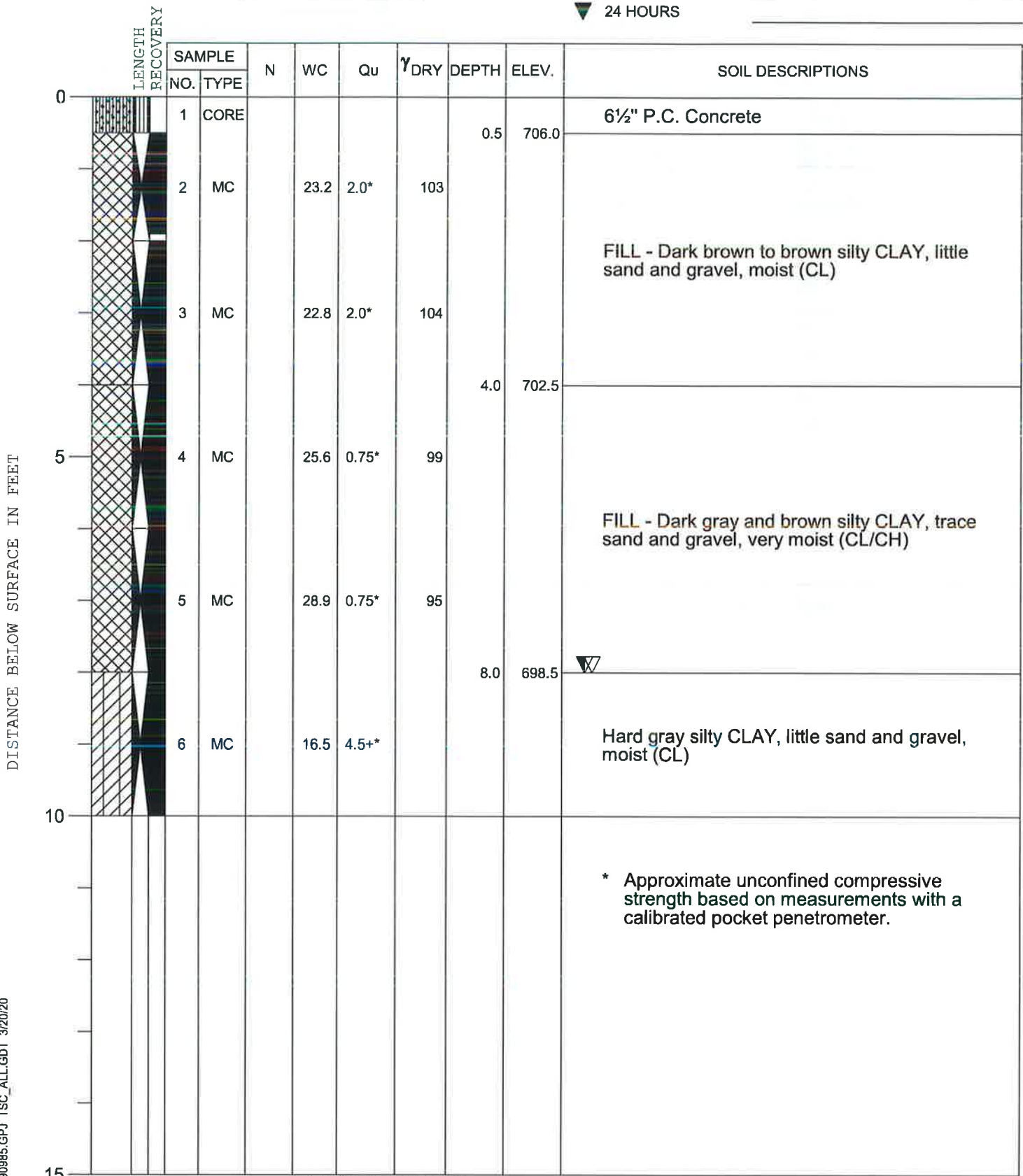
DRILL RIG NO. **353**

CLIENT **Christopher B. Burke Engineering, Ltd., 16221 West 159th Street Suite 201, Lockport, IL**

BORING **3** DATE STARTED **3-13-20** DATE COMPLETED **3-13-20** JOB **L-90,985**

ELEVATIONS
 GROUND SURFACE **706.5**
 END OF BORING **696.5**

WATER LEVEL OBSERVATIONS
 ▽ WHILE DRILLING **8.0'**
 ▽ AT END OF BORING **8.0'**
 ▽ 24 HOURS



TSC2 90985.GPJ TSC_ALL.GDT 3/20/20

DRILL RIG NO. **353**

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.



PROJECT **Harvard Avenue Improvements, From Jefferson Park Ridge Road, Villa Park, IL**

CLIENT **Christopher B. Burke Engineering, Ltd., 16221 West 159th Street Suite 201, Lockport, IL**

BORING **4** DATE STARTED **3-13-20** DATE COMPLETED **3-13-20** JOB **L-90,985**

ELEVATIONS
 GROUND SURFACE **703.5**
 END OF BORING **693.5**

WATER LEVEL OBSERVATIONS
 ▽ WHILE DRILLING **2.0'**
 ▽ AT END OF BORING **4.0'**
 ▽ 24 HOURS

DISTANCE BELOW SURFACE IN FEET	LENGTH RECOVERY	SAMPLE		N	WC	Qu	γ _{DRY}	DEPTH	ELEV.	SOIL DESCRIPTIONS
		NO.	TYPE							
0		1	CORE					0.5	703.0	6½" P.C. Concrete
		2	MC		7.4					▽ FILL - Light brown Crushed Stone, moist (CA-6)
		3	MC		7.8			4.0	699.5	▽
5		4	MC		11.0			6.0	697.5	FILL - Fine to medium SAND, little gravel, moist (SP)
		5	MC		41.6	0.25*		8.0	695.5	Very soft Dark brown silty CLAY, trace sand, very moist (CL/CH)
		6	MC		21.1	1.5*				Stiff gray trace brown silty CLAY, trace sand, very moist (CL)
10										* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.
15										

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

DRILL RIG NO. **353**



PROJECT **Harvard Avenue Improvements, From Jefferson Park Ridge Road, Villa Park, IL**

CLIENT **Christopher B. Burke Engineering, Ltd., 16221 West 159th Street Suite 201, Lockport, IL**

BORING **6** DATE STARTED **3-13-20** DATE COMPLETED **3-13-20** JOB **L-90,985**

ELEVATIONS
 GROUND SURFACE **703.0**
 END OF BORING **693.0**

WATER LEVEL OBSERVATIONS
 ▽ WHILE DRILLING **Dry**
 ▽ AT END OF BORING **Dry**
 ▽ 24 HOURS

DISTANCE BELOW SURFACE IN FEET	LENGTH RECOVERY	SAMPLE		N	WC	Qu	γ _{DRY}	DEPTH	ELEV.	SOIL DESCRIPTIONS
		NO.	TYPE							
0		1	CORE					0.5	702.5	5¾" P.C. Concrete
								0.6	702.4	1" Crushed Stones
		2	MC		20.5	4.5+*				Hard brown and gray silty CLAY, little sand and gravel, moist (CL)
		3	MC		19.4	4.5+*				
5		4	MC		19.0	4.5+*				
		5	MC		18.3	4.5+*				
		6	MC		18.4	4.5+*				
10										
										* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.
15										

TSC2 90985.GPJ TSC_ALL.GDT 3/20/20

DRILL RIG NO. **353**

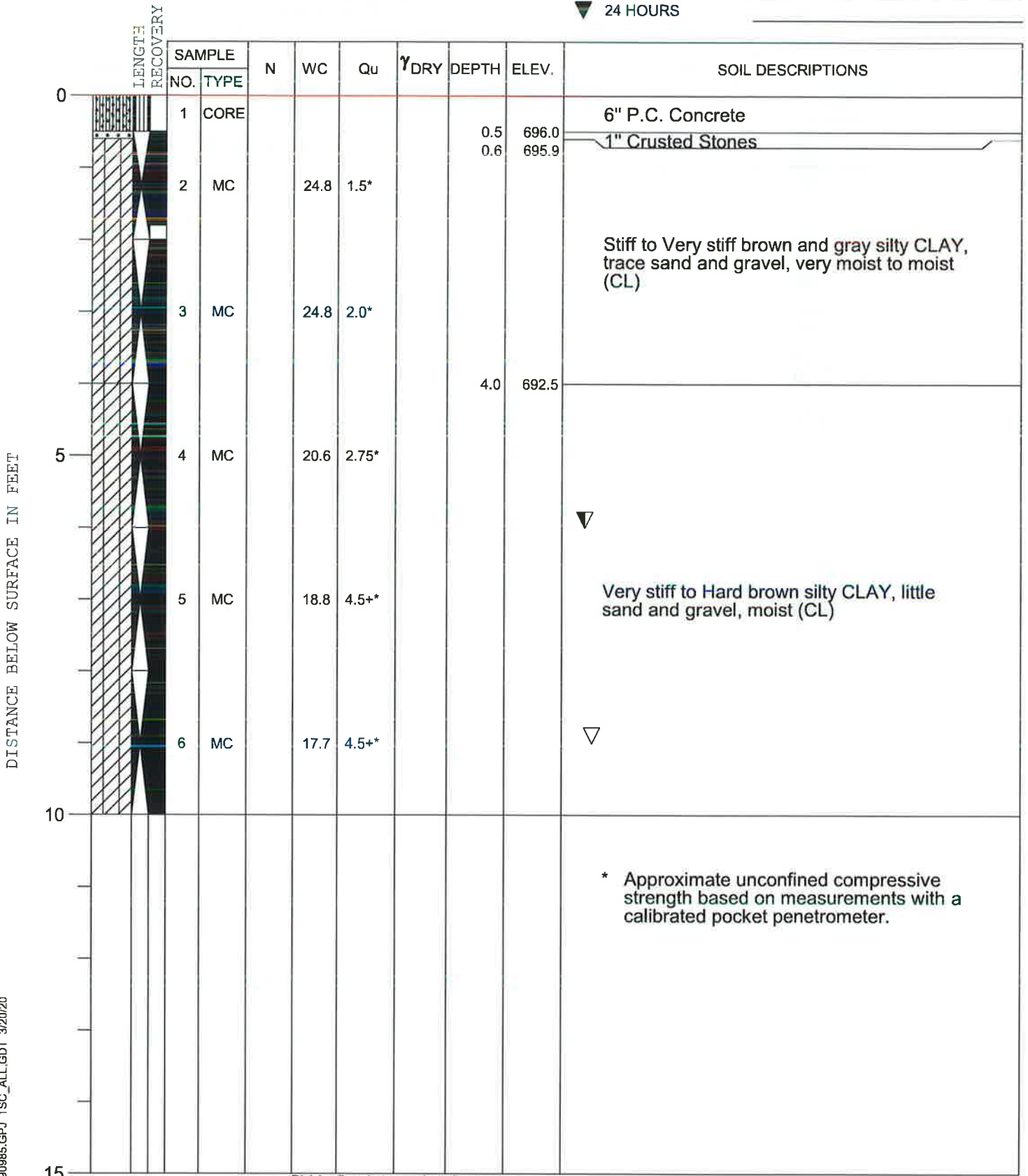
Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

ELEVATIONS

GROUND SURFACE	696.5
END OF BORING	686.5

WATER LEVEL OBSERVATIONS

▽ WHILE DRILLING	6.0'
▽ AT END OF BORING	9.0'
▽ 24 HOURS	



DISTANCE BELOW SURFACE IN FEET

LENGTH RECOVERY

TSC2 90985.GPJ TSC_ALL.GDT 3/20/20

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.



PROJECT **Harvard Avenue Improvements, From Jefferson Park Ridge Road, Villa Park, IL**

CLIENT **Christopher B. Burke Engineering, Ltd., 16221 West 159th Street Suite 201, Lockport, IL**

BORING **8** DATE STARTED **3-13-20** DATE COMPLETED **3-13-20** JOB **L-90,985**

ELEVATIONS
 GROUND SURFACE **694.5**
 END OF BORING **684.5**

WATER LEVEL OBSERVATIONS
 ▽ WHILE DRILLING **Dry**
 ▽ AT END OF BORING **Dry**
 ▽ 24 HOURS

DISTANCE BELOW SURFACE IN FEET	LENGTH RECOVERY	SAMPLE		N	WC	Qu	γ _{DRY}	DEPTH	ELEV.	SOIL DESCRIPTIONS
		NO.	TYPE							
0		1	CORE					0.5	694.0	6 1/2" P.C. Concrete
								0.6	693.9	1" Crushed Stones
		2	MC		26.7	2.0*				Stiff to Very stiff brown and gray silty CLAY, trace sand and gravel, very moist (CL)
		3	MC		23.8	0.5*		2.0	692.5	Soft to Medium stiff brown silty CLAY, trace sand and gravel, very moist (CL)
		4	MC		20.0	4.5+*		4.0	690.5	Hard brown and gray silty CLAY, little sand and gravel, moist (CL)
		5	MC		20.2	4.5+*				Hard brown and gray silty CLAY, little sand and gravel, moist (CL)
		6	MC		17.1	4.5+*				
10										* Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.
15										

TSC2 90985.GPJ TSC_ALL.GDT 3/20/20

DRILL RIG NO. **353**


Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

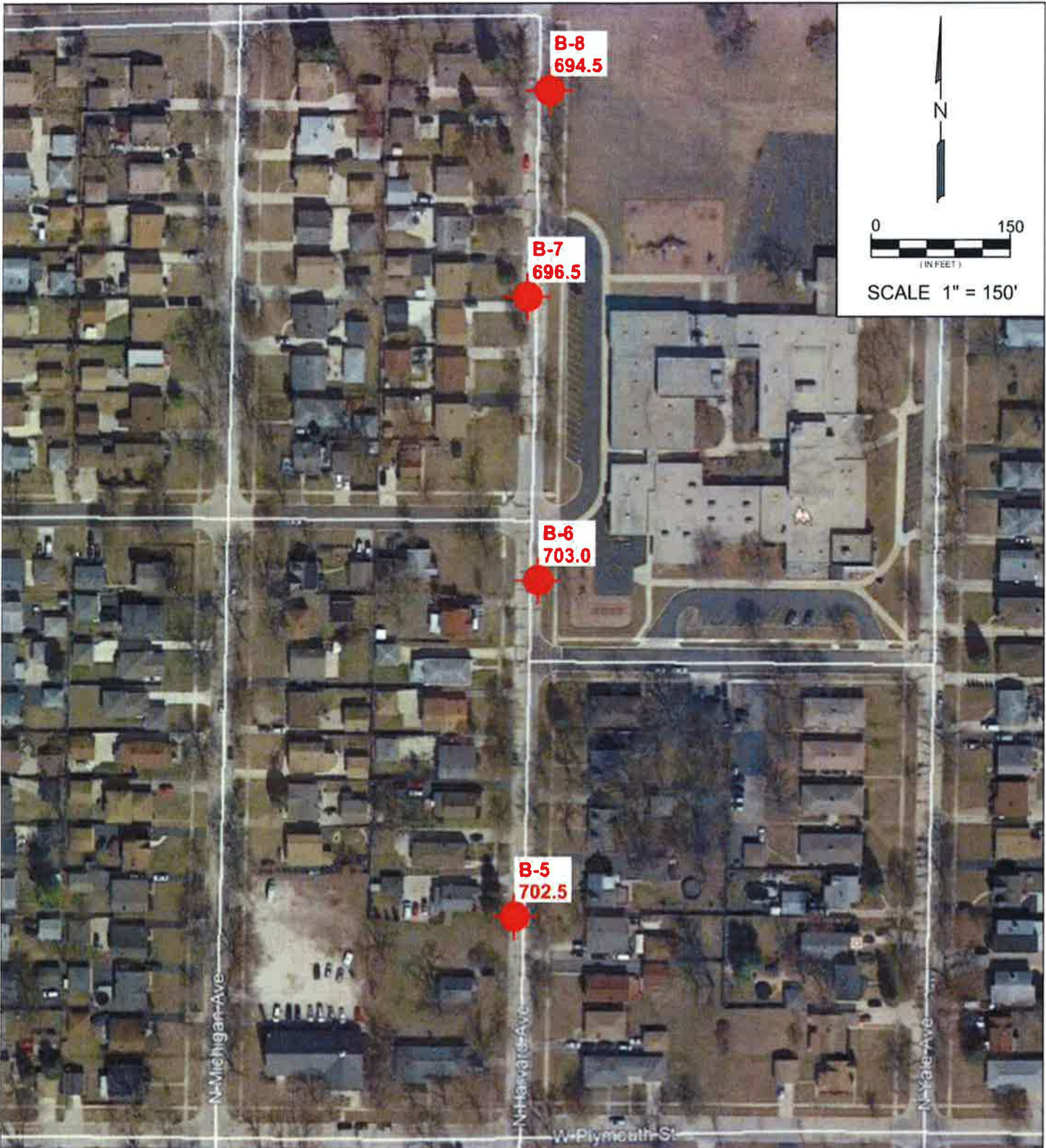


NOTE: GROUND SURFACE ELEVATIONS AT THE BORINGS WERE ACQUIRED BY TSC USING A TRIMBLE R8S GNSS RECEIVER, BEING ROUNDED TO THE NEAREST 0.5 FOOT.

LEGEND

 **SOIL BORING LOCATION**


BORING LOCATION PLAN HARVARD AVE. IMPROVEMENTS FROM JEFFERSON PARK POOL TO RIDGE ROAD VILLA PARK, ILLINOIS	 TESTING SERVICE CORP. 457 EAST GUNDERSEN DRIVE CAROL STREAM, ILLINOIS 60188	DRAWN BY: JAC	PAGE NO. 1 OF 2
		CHECKED BY: TRP	
		JOB NO.: L-90,985	
		DATE: 03-19-20	



NOTE: GROUND SURFACE ELEVATIONS AT THE BORINGS WERE ACQUIRED BY TSC USING A TRIMBLE R8S GNSS RECEIVER, BEING ROUNDED TO THE NEAREST 0.5 FOOT.

LEGEND

 **SOIL BORING LOCATION**

BORING LOCATION PLAN HARVARD AVE. IMPROVEMENTS FROM JEFFERSON PARK POOL TO RIDGE ROAD VILLA PARK, ILLINOIS	 TESTING SERVICE CORP. 457 EAST GUNDERSEN DRIVE CAROL STREAM, ILLINOIS 60188	DRAWN BY: JAC	PAGE NO. 2 OF 2
		CHECKED BY: TRP	
		JOB NO.: L-90,985	
		DATE: 03-19-20	

**HARVARD AVENUE IMPROVEMENTS
JEFFERSON PARK TO PLYMOUTH STREET
VILLAGE OF VILLA PARK**

APPENDIX F

VILLAGE OF VILLA PARK WATER WORKS PROCEDURES

Village of Villa Park

Water Work Procedures



Water Shutdowns

Scheduling of Water Work

Water shutdowns are not permitted on Mondays or on the first day of the work week if the first day of the work week is not a Monday.

Water shutdowns are not permitted on Fridays.

The water may only be shut down between the hours of 9:00 am and 4:00 pm.

Scheduled water shutdowns may not affect any resident or business on two consecutive days.

Exceptions to these requirements may be made on a case-by-case basis upon written request from the contractor and written approval from the Village.

Contractor's Notice to Village

The Contractor shall provide a written request to the Village by e-mail to engineering@invillapark.com a minimum of seven days prior to the shutdown. The written request shall identify the proposed date or dates for which water shutdowns are requested, backup dates, and the exact items of work to be completed each day of shutdown. Requests for shutdowns received less than seven days prior to the shutdown will be rejected and no shutdown will be provided.

Village Evaluation

The Public Works Utilities Division will evaluate the items of proposed work, identify the valves which need to be operated, and exercise those valves and evaluate the shutdown a minimum of 48 hours prior to the scheduled shutdown. The Utilities Division will then provide the Engineering Division a list or map of the valves expected to be operated as part of the shutdown.

Resident Notification

Following confirmation from the Utilities Division as to which valves will be operated as part of a shutdown, the Engineering Division will determine which residents will be affected by the shutdown and generate a map of residents who are to be notified.

The Engineering Division or its consultant will deliver door hanger letters to the affected residents a minimum of 24 hours prior to the scheduled start of the shutdown.

The Engineering Division will also issue a CodeRED notification, including e-mail, mobile app, text, Twitter, and Facebook distribution; and/or an e-mail notification to residents whose e-mail addresses are on record; a minimum of 24 hours prior to the scheduled start of the shutdown. The Engineering Division will also notify the Village of Villa Park Fire Department.

Village of Villa Park

Water Work Procedures



Shutdown

Shutdown shall only be performed by the Public Works Utilities Division. The Public Works Utilities Division will report to the site in advance of the scheduled shutdown time, confirm the shutdown and the timeframe with the contractor, and initiate the shutdown. Upon shutdown, Public Works Utilities Division staff will notify the contractor that the water is shut down and then notify Public Works office staff that the water is shut down.

Public Works office staff will contact DU-COMM and the Village of Villa Park Fire Department to inform them that the water is off.

Inspection

In addition to any Engineering Division or consultant staff that may be responsible for oversight of the project, all water work must be inspected by the Public Works Utilities Division. Water work may not be backfilled until inspection is completed, the water is turned back on, and the Utilities Division gives approval to backfill.

Inspections by the Public Works Utilities Division must be requested by the contractor by calling the Public Works Department at (630) 834-8505. It is recommended that calls for inspections be placed an hour in advance of the time an inspection is needed. The final inspection request of the workday must be made at least one hour prior to the scheduled end of the shutdown.

Turn-on

Turn-on shall only be performed by the Public Works Utilities Division. Upon turn-on, Public Works Utilities Division staff will inspect the work a final time and confirm there are no leaks. If there are none they will notify the contractor and Public Works office staff that the water is turned on.

Public Works office staff will contact DU-COMM and the Village of Villa Park Fire Department to inform them that the water is on.

Required Materials

All materials furnished shall comply with the latest requirements of the Federal Safe Drinking Water Act.

Water Main Pipe

Water main pipe shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, Class 52 standard thickness, with push on joints conforming to AWWA C111.

Water Main Fittings

Water main fittings shall be ductile iron conforming to ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings shall be cement mortar lined and tar coated in accordance with AWWA C104.

Village of Villa Park

Water Work Procedures



Fittings shall have mechanical joint end connections unless otherwise specified. Fittings shall include tees, crosses, reducers, and all other fittings as may be necessary.

Mechanical Joint Restraints

Mechanical joint restraints shall be EBAA Iron, Inc., MEGALUG Mechanical Joint Restraints for Ductile Iron Pipe, or approved equal.

Hardware

All bolts, threaded rods, nuts, washers, and other hardware and fasteners to be installed below grade shall be stainless steel. Bolts and threaded rods shall be Type 304 stainless steel. Nuts and washers shall be Type 300 stainless steel.

Water Valves

Water valves shall be AMERICAN Flow Control Series 2500 Ductile Iron Resilient Wedge Gate Valves conforming to ANSI/AWWA C515, with mechanical joint end connections, of the diameter specified, or approved equal. All exterior valve body bolting shall be Type 304 stainless steel.

Water Valve Vaults

Water valve vaults shall be precast reinforced concrete with a minimum diameter of 4 ft. for valves 8 in. diameter or less and with a minimum diameter of 5 ft. for valves 10 in. diameter or more. The cone section of the valve vault shall have a concentric opening. The pipe openings in the valve vault shall be fitted with rubber pipe boots.

Fire Hydrants

Fire hydrants shall be AMERICAN Flow Control 5 1/4" Waterous Pacer Fire Hydrant Model WB67-250, conforming to ANSI/AWWA C502, with all stainless steel trim, above ground breakable flanges, and auxiliary resilient wedge gate valve and valve box. Fire hydrants shall be fitted with DDP arrangement nozzle sections with one 4 1/2 in. pumper nozzle and two 2 1/2 in. hose nozzles with National Standard threads and a National Standard operating nut.

Fire hydrants shall be factory painted red, prime coated with an epoxy, and finish coated with a two-part polyurethane top coat. Fire hydrants that are not factory painted red will be considered unacceptable and will be rejected. Contractor shall take all necessary care during installation and backfilling so as not to damage the factory paint coating of the hydrants.

Fire hydrants shall be furnished with a 6' - 0" bury depth. Fire hydrants which are to be constructed on existing water mains where a 6' - 0" bury depth is incompatible with the depth of the existing water main shall be substituted with a fire hydrant of a different bury depth as approved by the Engineer.

Auxiliary valves shall be AMERICAN Flow Control Series 2500 Ductile Iron Resilient Wedge Gate Valves conforming to ANSI/AWWA C515, with mechanical joint end connections, 6 in. diameter. All exterior valve body bolting shall be Type 304 stainless steel.

Village of Villa Park

Water Work Procedures



Valve boxes shall have a cover embossed with the word "WATER".

Hydrant lead pipe shall be ductile iron pipe conforming to ANSI/AWWA C151/A21.51, Class 52 standard thickness, with push on joints conforming to AWWA C111, 6 in. diameter.

Valve box stabilizer grips shall be by BLR Enterprises, Inc., or approved equal.

Valve box adapters shall be Adaptor Valve Box Adaptor II (VBA-II), or approved equal.

Water Main Repair Couplings

Water main couplings shall be Krausz Hymax Grip coupling restraints of the diameter required, or approved equal.

Repair Sleeves

Repair sleeves shall be Smith-Blair Full Circle Repair Clamps of the appropriate diameter and of sufficient length.

Tapping Saddles

Tapping saddles shall be Smith-Blair 317 double stainless steel strap ductile iron service saddle with TaperSeal gasket and wraparound 304 stainless steel strap. Tapping saddles shall be used for all water service lines 1-1/2 in. diameter to 2 in. diameter.

Water service lines that are 1 in. in diameter shall be direct tap. Water service lines larger than 2 in. in diameter require a mechanical joint connection.

Water Service Line Pipe

Water service line pipe shall be Type "K" seamless copper water tubing conforming to ASTM B88, of the diameter specified. The pipe shall be marked with the manufacturer's name or trademark and with markings indicating the type of the pipe.

Water Service Line Couplings

Water service line couplings shall be Mueller H-15400 straight three part unions with copper flare nuts on both ends, conforming to ANSI/AWWA C800, of the size needed. Compression fittings will not be permitted.

Corporation Stops (Corps)

Corporation stops shall be Mueller 300 Ball Corporation Valve Model B 25000 with AWWA taper (Mueller "CC") thread inlet and copper flare straight connection outlet.

Village of Villa Park

Water Work Procedures



Curb Stops (Roundways)

Curb stops shall be Mueller 300 Ball Curb Valve Model B 25154 with copper flare nuts on both ends, quarter turn check, and Minneapolis pattern thread top.

Curb Boxes (B-boxes)

Curb boxes shall be Mueller extension type curb box Model H 10302 with Minneapolis pattern base, 1 ½ in. inside diameter, and 2 ½ in. base tapping diameter.

Personnel Contact Information

NAME	DIVISION	ROLE	PHONE
Michael Guerra	Public Works Admin	Director of Public Works	(630) 918-0114
Rich Salerno	Public Works Admin	Deputy Director of Public Works	(847) 962-1289
Kevin Mantels	Engineering Division	Assistant Village Engineer	(630) 290-1331
Mike Todorovic	Engineering Division	Senior Civil Engineer	(630) 359-1589
Dennis Jessen	Utilities Division	Utilities Foreman	(630) 418-3112
Tom Venchus	Utilities Division	Lead Worker	(630) 918-0921
Jeff Deeke	Utilities Division	Maintenance Worker II	(630) 207-0029
Dan Coulter	Utilities Division	Maintenance Worker II	(630) 917-4810
Nick Vecchione	Utilities Division	Maintenance Worker II	(630) 361-4795

Village of Villa Park

Water Shutdown Procedures



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Inspection

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Turn-on

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Village of Villa Park

Water Shutdown Procedures



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