


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Shirley J. Siebert, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-19-14 A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF WOOD DALE AND BUILDERS PAVING FOR THE FY 2020 ROAD PROJECT IN THE NOT TO EXCEED AMOUNT OF \$540,928** To the City of Wood Dale, DuPage County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 21ST day of March, 2019.


Shirley J. Siebert, City Clerk

SEAL



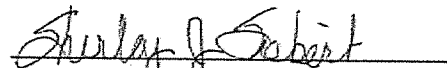
Resolution #R-19-14

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF
WOOD DALE AND BUILDERS PAVING FOR THE FY 2020 ROAD PROJECT
IN THE NOT TO EXCEED AMOUNT OF \$540,928**

Passed: March 21, 2019
Published in Pamphlet March 21, 2019

I, Shirley J. Siebert, as the Clerk for the City of Wood Dale, hereby certify that the attached is a true and correct copy of Resolution #R-19-14

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF
WOOD DALE AND BUILDERS PAVING FOR THE FY 2020 ROAD PROJECT
IN THE NOT TO EXCEED AMOUNT OF \$540,928** Passed and approved by the
by the City Council of the City of Wood Dale March 21, 2019 and hereby
published in pamphlet March 21, 2019.


Shirley J. Siebert, City Clerk

SEAL



RESOLUTION NO. R-19-14

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF WOOD DALE AND BUILDERS PAVING FOR THE FY 2020 ROAD PROJECT IN THE NOT TO EXCEED AMOUNT OF \$540,928

WHEREAS, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the **BUILDERS PAVING** for the **FY 2020 ROADS PROJECT**; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of **BUILDERS PAVING**, the Mayor and the City Council find **BUILDERS PAVING** is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 21st day of March, 2019.

AYES: ALDERMEN CATALANO, JAKAB, MESSINA, SORRENTINO,
SUSIARSKI, E. WESLEY AND WOODS

NAYS: NONE.

ABSENT: ALDERMAN R. WOODS

APPROVED this 21st day of March, 2019.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Shirley J Siebert
Shirley J Siebert, City Clerk



Municipal Expertise. Community Commitment.

Mark A. Wesolowski, PE
Direct Line: (815) 412-2710
Email: mwesolowski@reltd.com

March 7, 2019

Project # 18-R0426.02

City of Wood Dale
Attn: Matt York
404 North Wood Dale Road
Wood Dale, IL 60191

RE: CITY OF WOOD DALE – FY20 – CAPITAL IMPROVEMENT PROJECT – STREET RESURFACING PROGRAM
BID RESULTS

Dear Mr. York:

We have reviewed the bids received March 5, 2019, at the City Hall, and find them to be correct and in order as follows:

Builders Paving	\$540,928.00
Brothers Asphalt Paving, Inc.	\$546,614.00
J.A. Johnson Paving Co.	\$573,863.55
A Lamp Concrete Construction Inc.	\$588,481.05
K-Five Construction Corp.	\$592,345.67
Schroeder Asphalt Services, Inc.	\$595,756.80
Arrow Road Construction Company	\$598,783.05
Chicagoland Paving	\$599,902.80
R.W. Dunteman Company	\$632,567.00

As seen on the enclosed bid tabulation, the low bid is approximately 18% lower than the estimated construction cost of \$659,819.50.

We therefore recommend award of the contract to the low bidder, Builders Paving, based on the Bid in the amount of Five Hundred Forty Thousand, Nine Hundred Twenty-Eight Dollars and Zero Cents (\$540,928.00). If you have any questions, please do not hesitate to contact me at your convenience.

Very truly yours,

ROBINSON ENGINEERING, LTD.

Mark A. Wesolowski, P.E., CFM
Senior Project Manager
MAW/oh

R:\2015-2019\2018\18-R0426.WD\18-R0426.02_Bid and Contract Documents_Award Letter_03.07.19.docx

Encl: Street Resurfacing Program – Bid Tabs



Local Public Agency: City of Wood Dale
 Date: March 5, 2019
 Time: 10:31 AM
 County: DuPage
 Section:
 Estimate: \$659,819.50

Attended By: Mark Westabinski

Tabulation of Bids

Item No.	Item Description	Unit	QTY	Name of Bidder	Address of Bidder	Approved Estimator's Estimate	Unit Price	Unit Cost	Total	Brothers Asphalt Paving, Inc.	J.A. Johnson Paving Co.	A. Lamp Concrete Construction Inc.	K-Five Construction Corp.	Schneider Asphalt Services, Inc.	Arrow Road Construction Company	Chesseland Paving	R.W. Duneman Company				
2101615	TOPSOIL FURNISH AND PLACE, SQ YD	SO YD	1,720	\$5.00	\$8,600.00	\$5.15	\$8,958.00	\$8,958.00	\$5.51	\$9,477.20	\$6.00	\$10,320.00	\$7.00	\$12,040.00	\$9,477.20	\$4.45	\$7,654.00	\$6.00	\$10,320.00		
3110120	SUBBASE GRANULAR MATERIAL TYPE B 4" COAT	SO YD	80	\$6.00	\$480.00	\$3.60	\$272.00	\$272.00	\$3.57	\$285.60	\$3.00	\$240.00	\$3.00	\$240.00	\$420.00	\$5.00	\$400.00	\$10.00	\$800.00		
4000090	BITUMINOUS MATERIALS (PACK COAT)	TON	11,300	\$5.00	\$56,500.00	\$0.01	\$113.80	\$113.80	\$0.01	\$113.80	\$0.01	\$113.80	\$0.01	\$113.80	\$113.80	\$0.01	\$113.80	\$0.40	\$4,552.00		
4000065	LEVELING BINDER (MACHINE METHOD) 1/2"	TON	495	\$75.00	\$37,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
4000080	HOT-MAK ASPHALT BINDER COURSE, 1/2" X 1/2" X 1/2"	TON	795	\$78.00	\$62,010.00	\$76.00	\$60,420.00	\$60,420.00	\$75.00	\$59,625.00	\$66.00	\$52,670.00	\$70.00	\$55,836.25	\$67.00	\$53,265.00	\$54.15	\$42,075.00	\$68.50	\$54,907.50	
4000335	HOT-MAK ASPHALT SURFACE COURSE, 1/2" X 1/2" X 1/2"	TON	2,060	\$82.00	\$169,320.00	\$79.50	\$163,770.00	\$163,770.00	\$73.00	\$150,380.00	\$69.00	\$142,140.00	\$69.00	\$142,140.00	\$73.00	\$150,380.00	\$69.80	\$143,600.00	\$82.00	\$169,320.00	
4200290	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SO FT	1,450	\$12.00	\$17,400.00	\$5.90	\$8,555.00	\$8,555.00	\$6.18	\$8,975.50	\$6.25	\$9,092.50	\$6.25	\$9,092.50	\$7.00	\$10,150.00	\$6.25	\$9,092.50	\$10.00	\$14,500.00	
4200580	DETECTABLE WARNING	SO FT	148	\$30.00	\$4,440.00	\$30.00	\$4,440.00	\$4,440.00	\$30.00	\$4,440.00	\$25.00	\$3,700.00	\$40.00	\$5,920.00	\$25.00	\$3,700.00	\$30.00	\$4,440.00	\$35.00	\$5,180.00	
4400161	HOT-MAK ASPHALT SURFACE REMOVAL, 3"	SO YD	11,520	\$3.00	\$34,575.00	\$2.50	\$28,812.50	\$28,812.50	\$3.00	\$34,795.00	\$3.00	\$34,523.75	\$2.95	\$33,988.75	\$3.50	\$40,788.50	\$2.75	\$31,693.75	\$3.00	\$34,575.00	
4400165	HOT-MAK ASPHALT SURFACE REMOVAL, 4"	SO YD	5,115	\$3.80	\$19,437.00	\$3.50	\$17,902.50	\$17,902.50	\$3.75	\$14,066.25	\$3.85	\$19,692.75	\$3.85	\$19,692.75	\$5.00	\$25,785.00	\$3.75	\$19,181.25	\$4.00	\$20,460.00	
4400200	DRIVEWAY PAVEMENT REMOVAL	SO YD	700	\$5.00	\$3,500.00	\$20.00	\$14,000.00	\$14,000.00	\$14.42	\$10,292.60	\$14.00	\$9,800.00	\$14.00	\$9,800.00	\$14.00	\$10,220.00	\$14.00	\$9,800.00	\$25.00	\$17,500.00	
4400600	SIDEWALK REMOVAL	SO FT	1,450	\$4.00	\$5,800.00	\$1.50	\$2,175.00	\$2,175.00	\$1.57	\$2,275.50	\$1.50	\$2,175.00	\$1.50	\$2,175.00	\$2.00	\$2,900.00	\$1.00	\$1,450.00	\$1.60	\$2,320.00	
4400735	CLASS D PATCHES, TYPE IW, 7 INCH	SO YD	2,225	\$70.00	\$155,750.00	\$50.00	\$66,750.00	\$66,750.00	\$40.00	\$89,000.00	\$40.00	\$115,700.00	\$40.00	\$115,700.00	\$40.00	\$109,025.00	\$45.00	\$100,125.00	\$55.00	\$122,375.00	
4810210	AGGREGATE WEDGE SHOULDER, TYPE B	TON	140	\$50.00	\$7,000.00	\$46.50	\$6,510.00	\$6,510.00	\$40.00	\$5,600.00	\$30.00	\$4,200.00	\$15.00	\$2,100.00	\$30.00	\$3,900.00	\$35.00	\$4,900.00	\$40.00	\$6,600.00	
7800040	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1,100	\$1.25	\$1,412.50	\$1.05	\$1,155.00	\$1,155.00	\$2.25	\$2,452.50	\$2.50	\$2,750.00	\$2.25	\$2,452.50	\$2.25	\$2,452.50	\$3.50	\$3,850.00	\$1.75	\$1,977.50	
7800050	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	155	\$4.00	\$620.00	\$4.25	\$653.75	\$653.75	\$9.00	\$1,395.00	\$7.00	\$1,085.00	\$10.00	\$1,085.00	\$7.35	\$1,139.25	\$7.00	\$1,085.00	\$7.00	\$1,085.00	
85001002	STEEL ADJUSTING RINGS	EACH	20	\$150.00	\$3,000.00	\$200.00	\$4,000.00	\$4,000.00	\$210.00	\$4,200.00	\$200.00	\$3,000.00	\$200.00	\$3,000.00	\$175.00	\$3,500.00	\$200.00	\$3,000.00	\$200.00	\$3,000.00	
85001013	STEEL ADJUSTING RINGS	SO YD	1,800	\$10.00	\$18,000.00	\$5.71	\$10,398.00	\$10,398.00	\$1.50	\$2,700.00	\$3.50	\$6,300.00	\$3.50	\$6,300.00	\$2.84	\$5,112.00	\$2.00	\$3,600.00	\$2.00	\$3,600.00	
8600510	COMBINATION CURB AND REINFORCEMENT	FOOT	1,200	\$35.00	\$42,000.00	\$27.00	\$32,400.00	\$32,400.00	\$27.00	\$32,400.00	\$26.00	\$31,200.00	\$26.00	\$31,200.00	\$26.00	\$31,200.00	\$26.00	\$31,200.00	\$26.00	\$31,200.00	
8800100	BOND GUARANTEE & MAINTENANCE	L SUM	1	\$5,000.00	\$5,000.00	\$1,476.95	\$1,476.95	\$1,476.95	\$150.00	\$150.00	\$10,000.00	\$39,542.87	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$100.00	\$100.00	\$2,000.00	\$2,000.00	
9000020	STRUCTURES TO BE ADJUSTED	EACH	30	\$500.00	\$15,000.00	\$550.00	\$16,500.00	\$16,500.00	\$640.00	\$21,120.00	\$325.00	\$10,750.00	\$350.00	\$11,550.00	\$19,857.50	\$585.00	\$18,150.00	\$550.00	\$16,500.00	\$16,500.00	
9000030	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH SPECIAL	SO YD	255	\$50.00	\$12,750.00	\$56.00	\$14,310.00	\$14,310.00	\$58.80	\$14,994.00	\$72.00	\$18,360.00	\$56.00	\$14,280.00	\$57.75	\$14,726.25	\$55.00	\$14,025.00	\$50.50	\$12,875.00	\$12,875.00
9000040	HOT-MAK ASPHALT DRIVEWAY PAVEMENT, 3"	SO YD	475	\$40.00	\$19,000.00	\$48.00	\$22,800.00	\$22,800.00	\$35.00	\$16,625.00	\$42.00	\$19,950.00	\$25.00	\$11,875.00	\$23.50	\$11,162.50	\$31.00	\$14,775.00	\$25.00	\$10,375.00	\$10,375.00
TOTAL:				\$659,819.50	\$540,928.00	\$596,814.00	\$573,860.25	\$568,481.00	\$592,345.07	\$599,756.00	\$599,762.00	\$599,762.00	\$599,762.00	\$599,762.00	\$599,762.00	\$599,762.00	\$599,762.00	\$599,762.00	\$599,762.00	\$599,762.00	



CITY OF WOOD DALE

FY 20 – CAPITAL IMPROVEMENT PROJECT

STREET RESURFACING PROGRAM

REL 18-R0426.02

CITY OF WOOD DALE
DUPAGE COUNTY, ILLINOIS
NOTICE TO BIDDERS

The City of Wood Dale will receive sealed proposals for the following improvement project at the Clerk's office, 404 North Wood Dale Road, Wood Dale, Illinois 60191, until **10:00 AM on March 5, 2019**.

CITY OF WOOD DALE
FY20 – CAPITAL IMPROVEMENT PROJECT – STREET RESURFACING PROGRAM

Proposals will be publicly read aloud at the City Hall at **10:01 AM on March 5, 2019**. No bid shall be withdrawn after the opening of the proposals without the consent of the Mayor and City Council for a period of forty-five (45) days after the scheduled time of closing of the receipt of bids.

All proposals shall be sealed in an envelope, addressed to the City of Wood Dale, Attn.: City Clerk. The name and address of the bidder and the name of the project shall also appear on the outside of the envelope. Proposals must be submitted on the forms provided by the Engineer.

The Contract Documents, including specifications, are on file at the office of the Engineer, Robinson Engineering, Ltd., 127 N. Walnut St, Suite 200, Itasca, IL, and may be obtained from the Engineer's office upon a non-refundable payment of Twenty-Five Dollars (\$25.00) per paper copy and/or Ten Dollars (\$10.00) per CD format. The contract documents will be issued until 4:00 PM on the last Friday prior to the bid date. No refund will be made for documents received from the Engineer.

A bid bond or certified check/bank draft drawn on a solvent bank, payable without condition to the City of Wood Dale in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal, as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

A performance bond in a sum equal to one hundred percent (100%) of the amount of the bid, with sureties to be approved by the City of Wood Dale for the faithful performance of the contract, must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bond upon acceptance of such bid or proposal.

The right is reserved to reject any or all proposals, to waive technicalities, to postpone the bid opening, or to advertise for new proposals, if in the judgment of the City of Wood Dale their best interests will be promoted thereby.

The contractor will be required to pay not less than the prevailing wage rates on this project as established by the United States Department of Labor. He shall also comply with all applicable Federal, State, and local regulations.

Pre-qualifications (IDOT or REL) will be required to be submitted to the Engineer by all potential bidders. If, in the opinion of the Engineer and the City of Wood Dale, an applicant would not be able to serve the best interest of the City, a proposal will not be issued to the applicant.

Mayor and City Council
City of Wood Dale
DuPage County, Illinois



CITY OF WOOD DALE

FY 20 – CAPITAL IMPROVEMENT PROJECT

STREET RESURFACING PROGRAM

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Mayor and City Council
City of Wood Dale
DuPage County, Illinois

PROPOSAL
and
CONTRACT

PROPOSAL

TO THE OWNER, CITY OF WOOD DALE

1. Proposal of BUILDERS PAVING, LLC
(name and address of bidder)
4413 ROOSEVELT ROAD, SUITE 100, HILLSIDE, IL 60162
SSALINAS@BUILDERSPAVING,LLC.COM
(email address of bidder)

for the improvement described in the NOTICE TO CONTRACTORS.

2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that proposal is made without collusion with any other person, firm or corporation.
3. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions (if any), and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
4. The undersigned further understands and agrees that if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Owner, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth, and is fully responsible for the construction means, methods, techniques, sequences and safety procedures and programs incident thereto.
5. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.
6. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
7. The undersigned further agrees that if the Owner decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit prices.

8. The undersigned further agrees that the Owner may at any time during the progress of work covered by this contract order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen per cent (15%), the actual cost to be determined as provided in the specifications.
9. The undersigned further agrees to execute a contract for this work and present the same to the Owner within fifteen (15) days after the date of notice of the award of the contract to him.
10. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the Owner, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
11. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment, labor and safety precautions as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within _____ calendar days after the date of the execution of the contract by both parties, or by JUNE 30, 2019 if this is a completion day contract, unless additional time shall be granted by the Engineer in accordance with the provisions of the specifications. In case of failure to complete the work within the time names herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which cost shall be considered and treated not as a penalty, but as damages due the Owner from the undersigned by reason of inconvenience to the public, added cost of engineering and construction observation, maintenance of detours, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
12. Accompanying this proposal is a bank draft, bank cashier's check, certified check or bid bond, complying with the requirements of the specifications, made payable to: CITY OF WOOD DALE

404 N. WOOD DALE ROAD, WOOD DALE, IL 60191

The amount of the bond, check or draft is BID BOND

10% (\$ _____).

If the proposal and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft substituted in lieu thereof, shall become the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of the failure to execute said contract and contract bond; otherwise said check or draft substituted in lieu thereof shall be returned to the undersigned.

ATTACH BANK DRAFT, BID BOND, BANK CASHIER'S
CHECK OR CERTIFIED CHECK HERE

In the event that one check, bond, or draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

13. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him; and that if not so done, his proposal may be rejected as irregular.
14. The undersigned firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Builders Paving, LLC
4413 Roosevelt Road, Suite 108
Hillside, IL 60162

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
300 South Riverside Plaza, Ste. 2100
Chicago, IL 60606
Mailing Address for Notices

Same as Above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Wood Dale
404 North Wood Dale Road
Wood Dale, IL 60191

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Wood Dale Capital Improvements Project - Street Resurfacing (FY20)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of March, 2019

(Witness)

(Witness) Alexandra Sartori

Builders Paving, LLC

(Principal)

(Seal)

By:

(Title)

Fidelity and Deposit Company of Maryland

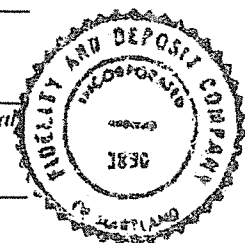
(Surety)

(Seal)

By:

(Title)

James F. Moore Attorney-in-Fact



State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Alexandra Sartori Notary Public of DuPage County, in the State of Illinois,

do hereby certify that James I. Moore Attorney-in-Fact, of the Fidelity and Deposit

Company of Maryland who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Fidelity and Deposit Company of Maryland for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 5th day of March, 2019.



Alexandra Sartori

Notary Public

Alexandra Sartori

My Commission expires: July 5, 2020

Bond Number Bid Bond

Obligee City of Wood Dale

**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.

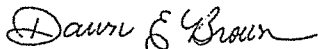
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

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

CONTRACTOR'S STATEMENT

1. Do you have sufficient knowledge of Drawings and Specifications of the work covered by this Contract to warrant submitting a Proposal for this work?
YES

2. (a) Have you done work of this nature? YES
(b) To what extent? (Dollar value) \$20M / ANNUALY
(c) For whom? MULTIPLE MUNICIPALITIES AROUND OUR PLANTS IN SKOKIE, WHEELING, ELBURN

3. Do you have sufficient equipment to perform this work? YES
If so, list major items: SEE ATTACHED

4. Give Bank reference: SEE ATTACHED
Address: _____

5. List names and addresses of major suppliers:
SEE ATTACHED

6. Have you ever had, or do you now have, funds withheld for non-completion of work to the satisfaction of any municipality? YES, RETENTION FOR LANDSCAPING OVER WINTER MONTHS
(a) If so where? WHEELING, MONTEMEY, PROSPECT HEIGHTS, NORTH AURORA
(b) For what reason? RETENTION UNTIL TURF RESTORATION ESTABLISHED IN SPRING 2019

7. Have you ever been disqualified by a Governmental Agency for failure to satisfactorily complete a public improvement? NO

CONTRACTOR'S STATEMENT (cont.)

8. Have you ever been cited for failing to withhold or report payroll deductions for Federal Income Tax? NO
9. Have you ever been cited by the Federal Government for any violation of the Copeland Act (Anti-kick-back Law)? NO
10. If awarded contract, work will begin in TBD calendar days.

CERTIFICATE OF ELIGIBILITY TO BID

I, BUILDERS PAVING, LLC (contractor), pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, it) nor any of (his, her, its) business has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended.

Date: 3/4/19

By: BUILDERS PAVING, LLC
(Name of Contractor)

[Signature]
(Title) VICE PRESIDENT



SCHEDULE OF PRICES

Local Agency City of Wood Dale
 Location N Edgewood Avenue, Walnut Avenue & E Commercial Street
 Description FY20 - Capital Improvements Project - Street Resurfacing Program

The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him, and if not so done, his proposal may be rejected as irregular.

Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements					
\$540,928.00					
Item No.	Items	Unit	Quantity	Unit Price	Total
1	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1,720	5.15	8,858.00
2	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	80	3.40	272.00
3	BITUMINOUS MATERIALS (TACK COAT)	POUND	11,380	0.01	113.80
4	LEVELING BINDER (MACHINE METHOD), N50	TON	495	80.00	39,600.00
5	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	795	76.00	60,420.00
6	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	2,060	78.00	160,680.00
7	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1,450	5.90	8,555.00
8	DETECTABLE WARNINGS	SQ FT	148	38.00	5,624.00
9	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	11,525	2.50	28,812.50
10	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	5,115	3.50	17,902.50
11	DRIVEWAY PAVEMENT REMOVAL	SQ YD	730	20.00	14,600.00
12	SIDEWALK REMOVAL	SQ FT	1,450	1.50	2,175.00
13	CLASS D PATCHES, TYPE IV, 7 INCH	SQ YD	2,225	30.00	66,750.00
14	AGGREGATE WEDGE SHOULDER, TYPE B	TON	140	86.50	12,110.00
15	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1,130	1.95	2,203.50
16	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	155	4.25	658.75
17	STEEL ADJUSTING RINGS	EACH	20	200.00	4,000.00
18	SEEDING, SPECIAL	SQ YD	1,800	5.77	10,386.00
19	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	1,500	27.00	40,500.00
20	GUARANTEE & MAINTENANCE BOND	L SUM	1	1,476.95	1,476.95
21	STRUCTURES TO BE ADJUSTED	EACH	33	550.00	18,150.00
22	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQ YD	255	56.00	14,280.00
23	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	475	48.00	22,800.00

SIGNATURES

(If an individual)

Signature of Bidder

Business Address

~~(If a co-partnership)~~

LIMITED
LIABILITY
COMPANY
(LLC)

Firm Name BUILDERS PAVING, LLC (SEAL)

Signed by [Signature] (SEAL)

Business Address 4413 ROOSEVELT ROAD, SUITE 108
HILLSIDE, IL 60162

Insert
Names and
Addresses of
All Members
of the Firm

SKBJG, LLC
4401 ROOSEVELT ROAD
HILLSIDE, IL 60162

(if a corporation)

Corporate Name

Signed By

President

Business Address

(Corporate Seal)

Insert
Names of
Officers

President

Secretary

Treasurer

Attest:

Attestor's Title: _____

Phone Number _____

BIDDER'S CERTIFICATE

The undersigned, having executed the attached bid for the construction of:

CITY OF WOOD DALE FY20 - CAPITAL IMPROVEMENT PROJECT
Name of Project - STREET RESURFACING PROGRAM

for the Village/City/Town of WOOD DALE, County of DUPAGE,

State of ILLINOIS hereby certifies that he has read all of the Contract Documents, including the Notice to Bidders, Instructions to Bidders, Proposal Forms, General conditions of the contract, Detail Specifications, Forms of contract, Form of Performance Bond and Form of Maintenance Bond, and that he has examined the plans and that his proposal for the work is based on the conditions and requirements therein; and should the contract be awarded to him, he agrees to execute the work in strict accordance therewith, including compliance with the Insurance Requirements of the General Conditions.

Name of Bidder

By: BUILDERS PAVING, LLC
Company Name

Date: 2/1/19



03/01/18

CREDIT INFORMATION

COMPANY NAME AND ADDRESS: Builders Paving, LLC
4413 Roosevelt Road, Suite 108
Hillside, IL 60162

(P) 847.419.9000
(F) 847.419.9050

YEARS IN BUSINESS: April 21, 2010

STATE OF CORPORATION OR REGISTRATION: Delaware

COMPANY OFFICERS: Kaitlyn Palumbo Gandy, Manager
Ryan Gandy, President
Steven Salinas, Vice President

PRIMARY FINANCIAL INSTITUTION:

CIBC Bank USA
120 South LaSalle
Street Chicago, IL 60603

(P) 312.564.3825
(F) 312.291.2173

Contact: Michael T. Harris II, Managing Director

TRADE REFERENCES:

Builders Asphalt, LLC
45W295 Main Street
Elburn, IL 60119

(P) 630.557.0090
(F) 630.557.0110

Reynaga Brothers Construction Corp
301 East Fullerton Avenue
Glendale Heights, IL 60139-

(P) 630.871.9001
(F) 708.356.6855

Contact: Eleazar Reynaga

LaFarge North America Inc.
10501 Joliet Road
Lisbon, IL 60451

(P) 630.365.4817
(F) 815.483.2380

Contact: Daniel Larson

Elmhurst Chicago Stone Co
400 W. 1st Street
Elmhurst, IL 60126

(P) 630.832.4000
(F) 630.832.0140

Contact: Eric Larson

Builders Asphalt LLC Equipment List

Friday, March 01, 2019

12:03:44 PM

Equip#	Year	Equipment Description	Serial Number
001	2000	CMI PORTABLE ASPHALT PLANT-PAB-352	
0002		4'X12' TWO DECK HOPPERED DH2 SIMCO SCREENER W/ DECK SELECTOR	23841
0003	2015	GENCOR 400TN ASPHALT PLANT	206363
0004	2015	BTEK SCALES CT10011AT-SD 100'X11'	MFG-011754
0005	2017	BTEK SCALES CT10011AT-SD 100'X11' (WHEELING) (2)	TT-11177306 TT-11177307
0052	2011	FORD ESCAPE FWD LMTD	1FMCU0EG2BKB70998
0066	2013	FORD EDGE (RAY)	2FMDK3JC3DDB94187
0071	2013	FORD EXPLORER XLT (BLACK)	1FM5K7D89DGC44120
0077	2015	FORD ESCAPE SE	1FMCU0GXXFUA28454
0078	2015	FORD ESCAPE SE	1FMCU0GX5FUA42522
0082	2015	FORD ESCAPE SE	1FMCU0GX8FUA58620
0087	2016	FORD ESCAPE SE	1FMCU0GX0GUB84701
0088	2016	FORD ESCAPE SE	1FMCU0GX2GUB84702
0102	2017	GMC YUKON DENALI	1GKS2CKJ3HR120106
0103	2017	FORD ESCAPE SE (WHITE)	1FMCU0GD6HUB38491
0104	2017	FORD ESCAPE SE (CANYON RED)	1FMCU0GD8HUB86560
0105	2018	GMC YUKON DENALI	1GKS2CKJOJR177188
0106	2018	FORD ESCAPE SE	1FMCU0GDOJUB37956
0107	2018	FORD ESCAPE SE	1FMCU0GD2JUB31687
0108	2017	FORD EXPLORER XLT (BLACK) (RICK H.)	1FM5K7D89HGC75454
0470		E330 MOTREC ELECTRIC UTILITY CART	1051148
0613	2009	FS6600 WALK BEHIND SAW	965885415
0616	2013	FS520-20 WALK BEHIND SAW	20120002786
0907	2004	I.R. P90WIR AIR COMP.	SCZ726XXX3Y105786
1016	1991	FORD L8000 WATER TRUCK	1FTYR82A6MVA07072
1017		FORD T/A WATER TRUCK	
1168	1995	FORD LNT 8000 6 WHEELER	1FDZW82EXSVA34140
1169	1995	FORD LNT 8000 6 WHEELER	1FDZW82E1SVA34141
1170		FORD LNT8000 SIX WHEELER (SKOKIE)	1FDZW82ESVA34142
1173		FORD LNT8000 SIX WHEELER	1FDZW82E9SVA34145
1177	2001	MACK RD690S 6-WHEEL	1M2P264Y31M031888
1178	1999	STERLING LT9522 6-WHEEL WATER TRUCK	2FNZRJCB3XAA95656
1179	0	MACK 6 WHEELER	1M2P270YXMM009600
1343	2004	MACK TRUCK CV713	1M2AG11Y44M010180
1344	2004	MACK TRUCK CV713	1M2AG11Y64M010181

Equip#	Year	Equipment Description	Serial Number
1345	2004	MACK TRUCK CV713	1M2AG11Y84M010182
1346	2004	MACK TRUCK CV713	1M2AG11YX4M010183
1347	2004	MACK TRUCK CV713	1M2AG11Y14M010184
1348	2005	MACK TRUCK - CV713	1M2AG11Y65M027094
1349	2005	MACK TRUCK CV713	1M2AG11Y85M027095
1350	2005	MACK TRUCK CV713	1M2AG11YX5M027096
1351	2005	MACK TRUCK CV713	1M2AG11Y15M027097
1352	2005	MACK TRUCK CV713	1M2AG11Y35M027098
1354	2005	MACK TRUCK CV713	1M2AG11Y85M027100
1358	2005	MACK TRUCK CV713	1M2AG11Y65M027161
1361	2002	MACK TRUCK CH600	1M1AA13Y62W145083
1362	2002	MACK TRUCK CV713	1M1AA13Y82W145084
1378	2002	PETERBILT 378 TRUCK	1XPFDU9X42N573123
1381	2016	MACK CXU613T TANKER TRACTOR "KANEVILLE"	1M1AW22Y2GM056431
1382	2016	MACK CXU613T TANKER TRACTOR (2072)	1M1AW22Y4GM056432
1384	2016	MACK CXU613T TANKER TRACTOR	1M1AW22Y4HM080912
1661	2004	FORD F250 XL	1FTNF20L94ED34823
1662	2003	FORD F250 XL	3FTNX20L63MB21351
1665	2012	FORD F250	1FT7X2A6XCEA37590
1666	2005	FORD F250	1FTSX20555ED17486
1667	2015	FORD F250	1FT7X2A65FEC09304
1668	2015	FORD F250	1FT7X2A67FEC09305
1669	2015	FORD F250	1FT7X2A69FEC09306
1673	2015	FORD F250	1FT7X2A67FEC27131
1675	2015	FORD F250	1FT7X2A68FEC40112
1676	2015	FORD F250	1FT7X2A67XEC40113
1678	2016	FORD F150	1FTMF1C81GKF02425
1679	2003	FORD F250XL PICKUP	3FTNF20L53MB44123
1680	2017	FORD F250 PICKUP	1FT7X2A62HED76626
17045	2002	PEP 5030 CF2512 PORTABLE SCREENING PLANT (HALF PLANT)	21917
1720	2002	FORD F350XL PICKUP	1FDSF34L93EB25983
1747	1996	FORD F350 PICKUP "BARRICADE TRUCK"	1FDLF47F3TEB22335
1751		FORD F550 PICKUP	1FDF56P84ED93092
1752	2004	FORD F550 CCSC MECH TRUCK	1FDAF56PX4RD93093
55	2006	FORD F550XL "SAW TRUCK"	1FDAF56P46EA71181
1757	2001	GMC 3500HD SERVICE TRUCK W/ A 2014 MAULDIN MT-300	3GDKC34F71M117598
1759	2001	FORD F450XL	1FDXF46S12ED40353

Equip#	Year	Equipment Description	Serial Number
1760	2015	FORD F550 MECHANIC TRUCK	1FD0X5GT2FEC00457
1761	2015	FORD F550 MECHANIC TRUCK	1FD0X5GT6FEC09310
763	2008	FORD F450XL SUPER DUTY MECHANIC TRUCK	1FDXF46RX8EA15688
1801	2004	CHEVY C8500 DUMP TRUCK	1GBM8C1C84F516652
1805	2005	CHEV C8500 TRUCK	1GBM8C1C45F527164
1806	2005	CHEVY C8500 DUMP TRUCK	1GBM8C1C05F522267
1808	2005	CHEV C8500 TRUCK	1GBM8C1C05F522155
1809	2005	CHEV C8500 TRUCK	1GBM8C1C35F527298
1811	2006	FORD F650XL SERVICE TRUCK	3FRWF65R87V431077
1813	1997	CHEV C7500 SERVICE TRUCK	1GBM7H1J9VJ110344
1831	2002	FORD F650XL	3FDWF65282MA28159
1835	2011	FORD F750XL SERVICE TRUCK (SKOKIE)	3FRXF7FC7BV454634
1882	1991	FORD F700G	1FDXK74PXMVA06076
1883	1990	FORD F600 FB WATER TRUCK	1FDNK64P4LVA02881
1884	1992	1992 FORD F600 "WATER TRUCK"	1FDNK64PXNVA31921
1886	2000	MACK TRUCK RD690P "GREASE TRUCK"	1M2P288B2YM031327
1888	2001	FORD F750XL "CLEANOUT TRUCK"	3FDXF75X81MA55236
1891	1995	FORD F SERIES S/A "AIR TRUCK"	1FDNF80C9SVA00836
1895	2000	INTERNATIONAL 4700 SERVICE TRUCK	1HTSCABNOYH288780
1913	1982	FORD 8000 SALT SPREADER	1FDYK80PCVA34519
2057	1975	FRUEHAUF TANKER	MIS208005
2063	2002	ETNYRE TRAILER - TANKER	1E9T470572E007037
2064	2002	ETNYRE TANKER T4706	1E9T4070682E007038
2067	1999	ETNYRE ALUMINUM TANKER	1E9T41203XE007039
2069	1980	BUTLER MFG TANKER	2192310
2071	2015	ETNYRE ARA TANKER "KANEVILLE - NO WET KIT"	1E9T78051FE007070
2072	2015	ETNYRE ARA TANKER (1382)	1E9T81207GE007176
2108	1989	TALBERT 3 AXLE LOWBOY	40FW04932K3008419
2110	1995	TALBERT 3 AXLE LOWBOY 50T	40FWK5537S1012063
2113	2005	TALBERT 55SA TRAILER	40FSK674451024301
2275	1994	HILBILT DUMP TRAILER/TUB	1H9A3E3A0P1015060
2276	1993	HILBILT DUMP TRAILER/TUB	1H9A3E3A8P1015100
2277	1993	HILBILT DUMP TRAILER/TUB	1H9A3E3A6R1015146
2280		DORSEY DUMP TRAILER "STEEL IN SKOKIE"	1DTD28A29BP015155
2297	1999	HILBILT DUMP TRAILER	1H9A3E3A9X1015199
2343	1987	DORSEY DUMP TRAILER	1DTD18A24HP023093
2344	1987	DORSEY DUMP TRAILER	1DTD18A26HP023094

Equip#	Year	Equipment Description	Serial Number
2345	1987	DORSEY DUMP TRAILER	1DTD18A28HP023095
2347	1987	DORSEY DUMP TRAILER (SPARE)	1DTD18A21HP023097
348	1987	DORSEY DUMP TRAILER	1DTD18A23HP023098
2350	1987	DORSEY DUMP TRAILER	1DTD18A28HP023100
2352	1987	DORSEY DUMP TRAILER (SPARE)	1DTD18A221HP023102
2354	1987	DORSEY DUMP TRAILER	1DTD18A25HP023104
2357	1987	DORSEY DUMP TRAILER	1DTD18A20HP23107
2358	1987	DORSEY DUMP TRAILER	1DTD18A22HP023108
2400	1990	PALMER ALUMINUM TRAILER	1P923FA28LA003008
24024	2014	300 TN DILLMAN SILO	14-213-275377-1-1
24025		30' X 70' SCALE CONVEYOR	
2407	1988	BENSON ALUM TRAILER	1NUDT28A1JMAS0486
2746	1984	FRUEHAUF 45' FLATBED TRAILER	1H4P04521EF098328
2747	1985	AZTEC 45' FLATBED TRAILER	1AZBM2A1XF1015872
2748	1985	AZTEC 45' FLATBED TRAILER	1AZBM2A15F1015875
2749	1985	AZTEC 45' FLATBED TRAILER	1AZBM2A17F1015876
2827		20FT. FOUR SIDE DOOR CONTAINER	
2865		TAG ALONG TRAILER M2900	473292422R110146
71		CRONKITE TRAILER	47352282841110682
2878	2004	EAGER BEAVER - TRAILER	112H8V32X4L068125
2879	2006	TOWMASTER T12T TRAILER	4KNTT16226L161984
2880	1987	CZ TRAILER W/ WATER TANK "TAG ALONG"	CZ10308723
2887	2010	STEALTH 6 X 12 TRAILER	52LB1229AE001709
2894	2008	B&B 2-AXLE TAG TRAILER	4L5SA222X8F016323
2895	2000	BELSHE TRAILER	16jh01826y1035028
2945	1990	IN-FLEET 28'X70' MODULAR OFFICE (REMODELED 2014)	22074 22075
3168	2000	XL4100 GRADALL	416519
3170	2003	XL4100 GRADALL	SNO 416552
4008	2011	CAT 272C SKID STEER	ORED02267
4013	2014	CAT 272 SKID STEER	B5W00448
4018		CAT 272 SKID STEER	B5W00531
4021		CAT 226B SKID STEER	MWD02062
4022	2015	CAT 262D SKID STEER	DTB01522
4026	2006	CAT 236B SKID STEER	HEN2648
405	2001	CAT 938G TIRE HILIFT	4YS1298
4064	1983	CAT 966D TIRE HILIFT	99Y2643
4069	2015	CAT 966M TIRE HILIFT (SKOKIE CRUSHER)	KJP01068

Equip#	Year	Equipment Description	Serial Number
4071		CAT 966G WHEEL LOADER (SKOKIE PLANT)	3PW01277
4073	2007	CAT 966H TIRE HILIFT	A6D00309
081	2013	CAT 972K TIRE HILIFT	Z4W00585
4082	2013	CAT 972K TIRE HILIFT	Z4W00650
4091	2011	CAT 980K TIRE HILIFT	W7K00385
4100		CAT 980H TIRE HILIFT	JMS01303
4788	1981	CAT D8K DOZER	66V4694
4791	1972	CAT D8H DOZER	46A28323
4794	1988	CAT D8 DOZER (KANVILLE CRUSHER)	77V6353
5130	2008	FORD RANGER PICKUP	1FTYR14E98PA8149
7006	1988	UNIVERSAL 3254 CRUSHER (SKOKIE)	573X207
7018	1997	KURTZ 5165 IMPACT SECONDARY	KM-113
7023	2013	INERTIA 4048 FRAP PLANT	12441006
7024	2014	INERTIA 4048 FRAP PLANT	14291007
7026	2017	KOLBERG PIONEER IMPACTOR PLANT 5260 416992 & HIGH FREQUENCY SCREEN DECK 2520 174468	416992 / 174468/416989
7046	2005	TCI 30X80RS 30 IN. X 80 FT PORTABLE RADIAL STACKING CONVEYOR	0509374
7047		PEERLESS 30 IN. X 70 FT PORTABLE RADIAL STACKING CONVEYOR	20013
7048		PEERLESS 30 IN. X 70 FT PORTABLE RADIAL STACKING CONVEYOR	OBL
7049		PEERLESS 30 IN. X 70 FT PORTABLE RADIAL STACKING CONVEYOR	
7052		CAT 0800KW GENERATOR	DWB00162
7061	2000	CMI MF5500 500 BARREL PORTABLE SELF ERECTING ADDITIVE SILO	120
7062	2000	CMI OCT30P 30,000 GALLON PORTABLE INSULATED ASPHALT HOT OIL TANK TRAILER	379
7063	2014	POWER CONTROL SERVICES 30,000 GALLON 11 FT 6 IN. X 40 FT VERTICAL A/C TANKS (QTY OF 3)	
7064		BURKE 9,000 GALLON STATIONARY BURNER OIL TANK	
7065		BURKE TWIN 6,000 GALLON PORTABLE AC/ANTISTRIP HOT OIL TANKS	
7066	2002	BURKE HCH1.0 STATIONARY HOT OIL HEATER	096802HCH10
7086	2005	B-TEK/DURALINE EFTS1001004 100 TON LOW PROFILE TRUCK SCALE	TS07053076
8050	2009	ROADTEC SB-2500D BUGGY	1092
8103	2014	CAT AP1055F PAVER	RJS00271
8104	2015	CAT PAVER AP1055F	ATJ500472
8126	2011	ROADTEC RP175 R.T. PAVER	RP175X133
8127	2012	ROADTEC RP195 PAVER	RP195-10ROX272
8130	2014	CAT CB24 ROLLER	24002648
8131	2014	CAT CB24 ROLLER	24002722
8140	2009	CAT CB24 ROLLER	24000825
8146	2015	CAT CB34 ROLLER	XB400265

Equip#	Year	Equipment Description	Serial Number
8148	2000	CAT CB-434C ROLLER	4DN00399
8154	2009	CAT CB54XW ROLLER	JLM00142
8157	2014	CAT CB54 ROLLER	LXD00125
8158	2010	SAKAI R2H2-2 3WH S ROLLER	1R5-60158
8159	2010	SAKAI R2H2-2 3WH S ROLLER	1R5-60159
8168	2015	CAT CB44 ROLLER	JXL00227
8175	2014	CAT CS54B BASE ROLLER	L4H00231
8177	2014	CAT CS54B BASE ROLLER	L4H00267
8189	2006	CAT CS-563E BASE ROLLER	CNG1025
8191	2006	CAT CS-563E BASE ROLLER	CNG10629
8205	1989	B/G 750 ROAD WIDENER	BG750X121
8206	1989	BLAW KNOX ROAD WIDENER	1001204
8237	1999	ATHEY MOBILE SWEEPER	1A9M24DB0XR059011
8243	2015	ELGIN ROAD WIZARD SWEEPER	213288
8716	2010	BOMAG MP1300 GRINDER 51-INCH	82
8719	2001	ROTEC RX-70B 12.6FT HEAD	RX-70B-722
8723	2016	ROTEC RX-700E-3 GRINDER	RX700E3X2038
8726	2015	ROADTEC RX-300-04 GRINDER	RX300-4X110
727	2016	ROADTEC RX700E- GRINDER	RRX700E-3X2086

201



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of 03/05/19

(Letting date)

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Part I. Work Under Contract

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	1	2	3	4	Awards Pending	
Contract Number	16048	18001	18036	None	90.19001	
Contract With	River City Construction, LLC	W.E. O'Neil	Elk Grove Township		KDOT	
Estimated Completion Date	05/31/19	09/30/19	05/31/19		09/27/19	
Total Contract Price	698,401.00	282,000.00	1,279,240.00		4,988,888.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			748,606.88		4,988,888.00	5,737,494.88
Uncompleted Dollar Value if Firm is the Subcontractor	184,264.45	282,000.00				466,264.45
						6,203,759.33

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			26,891.00		91,197.50
Portland Cement Concrete Paving					0.00
HMA Plant Mix					0.00
HMA Paving	173,538.45	101,320.00	403,319.10		3,212,950.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces	1,686.00		57,090.00		83,480.00
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		52,150.00	96,990.00		557,658.00
Demolition					0.00
Pavement Markings (Paint)					0.00
Other Construction	9,040.00	501.00	19,320.68		565,140.95
					0.00
					0.00
Totals	184,264.45	153,971.00	603,610.78	0.00	4,510,426.45
					5,452,272.68

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Part III. 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	18001-Not Let	18036-Mark-It	None	19001-Not Let
Type of Work		Striping & Signage	Striping		Concrete
Subcontract Price		128,029.00	2,850.00		285,700.00
Amount Uncompleted		128,029.00	2,850.00		285,700.00
Subcontractor			18036-DiGioia		19001-Not Let
Type of Work			Concrete		Site Utilities
Subcontract Price			42,258.15		71,500.00
Amount Uncompleted			42,258.15		71,500.00
Subcontractor			18036-Work Zone Safety		19001-Not Let
Type of Work			Traffic Control		Electrical
Subcontract Price			5,100.00		88,563.00
Amount Uncompleted			1,275.00		88,563.00
Subcontractor			18036-JE Landworks		19001-Not Let
Type of Work			Site Utilities		Landscaping
Subcontract Price			78,702.00		15,298.55
Amount Uncompleted			78,702.00		15,298.55
Subcontractor			18036-Mauro Sewer		19001-Not Let
Type of Work			Site Utilities		Joint Sealant
Subcontract Price			459,928.85		17,400.00
Amount Uncompleted			19,910.95		17,400.00
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	128,029.00	144,996.10	0.00	478,461.55

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 1st day of March 2019

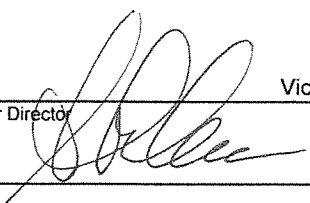


 Notary Public

My commission expires: 06/01/19



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



Illinois Department of Transportation

Bureau of Construction
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Part I. Work Under Contract

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	1	2	3	4	Awards Pending	
Contract Number	18035	18004	18006	None	90.19003	
Contract With	W.B. Olson, Inc.	Village of Montgomery	City of Aurora		IDOT - 62H47	
Estimated Completion Date	05/25/19	05/31/19	115 WD		85 WD	
Total Contract Price	653,000.00	2,585,585.00	6,188,000.00		3,557,203.80	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		169,486.16	782,257.49		3,557,203.80	10,246,442.33
Uncompleted Dollar Value if Firm is the Subcontractor	576,267.50					1,042,531.95
						11,288,974.28

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

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	1	2	3	4	Accumulated Totals
Earthwork	12,282.50	30,115.80			162,663.88
Portland Cement Concrete Paving					0.00
HMA Plant Mix					0.00
HMA Paving	327,104.00	4,998.42	188,635.20		6,087,545.17
Seal & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces	193,350.00	37,528.55	10,472.00		383,606.55
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			39,213.00		1,176,461.00
Demolition					0.00
Pavement Markings (Paint)					0.00
Other Construction	35,133.40	7,264.21	20,010.77		1,084,295.58
					0.00
					0.00
Totals	567,869.90	79,906.98	258,330.97	0.00	8,894,572.18

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Part III. 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	18035-Not Let	18004-DiGioia	18006-D2K	18006-Tnalta	Not Let
Type of Work	Striping	Concrete	Striping	Concrete	Layout
Subcontract Price	8,397.60	520,842.23	92,910.00	1,574,289.50	10,000.00
Amount Uncompleted	8,397.60	0.00	52,741.92	274,804.40	10,000.00
Subcontractor		18004-JE Landworks	18006-Patriot Pavement		Not Let
Type of Work		Landscape	Crackfill		Landscape
Subcontract Price		125,927.01	126,000.00		47,883.50
Amount Uncompleted		0.00	0.00		47,883.50
Subcontractor		18004-Maintenance Coatings	18006-JE Landworks		Not Let
Type of Work		Striping	Landscape		Traffic Control
Subcontract Price		11,915.49	125,000.00		106,949.05
Amount Uncompleted		4,929.76	6,250.00		106,949.05
Subcontractor		18004-Patriot Pavement	18006-Galaxy		Not Let
Type of Work		Crackfill	Site Utilities		Site Utility
Subcontract Price		47,851.20	299,620.00		244,205.00
Amount Uncompleted		47,851.20	184,070.00		244,205.00
Subcontractor		18004-Ray Edwards	18006-Hawk		Not Let
Type of Work		Site Utilities	Electrical		Electrical
Subcontract Price		227,531.35	13,360.00		33,296.00
Amount Uncompleted		33,669.62	5,110.20		33,296.00
Subcontractor		18004-TCP	18006-Highway Safety		Not Let
Type of Work		Traffic Control	Traffic Control		Joint Sealant
Subcontract Price		16,471.10	19,000.00		62,335.60
Amount Uncompleted		3,128.60	950.00		62,335.60
Subcontractor			18006-Safe Step		Not Let
Type of Work			Sawcut		Concrete
Subcontract Price			39,389.45		516,343.00
Amount Uncompleted			0.00		516,343.00
Total Uncompleted	8,397.60	89,579.18	249,122.12	274,804.40	1,021,012.15

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

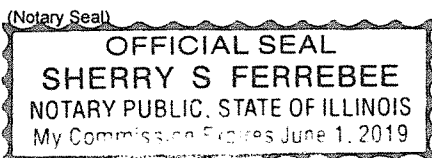
Subscribed and sworn to before me

this 1st day of March 2019

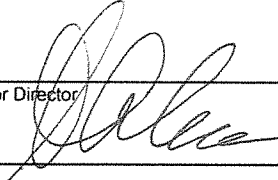


 Notary Public

My commission expires: 06/01/19



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



Illinois Department of Transportation

Bureau of Construction
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	1	2	3	4	Awards Pending	
Contract Number	18020	18022	None	None	None	
Contract With	IDOT	Village Of North Aurora				
Estimated Completion Date	24 CD	120 CD				
Total Contract Price	270,778.00	2,475,007.26				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	270,778.00	831,362.64				11,348,582.97
Uncompleted Dollar Value if Firm is the Subcontractor						1,042,531.95
						12,391,114.92

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						Accumulated Totals
Earthwork	45,676.00	39,046.00				247,385.88
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving	87,120.00	44,475.08				6,219,140.25
Seal & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces	42,894.00	57,416.00				483,916.55
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	18,150.00	787.70				1,195,398.70
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction	64,827.25	190,894.82				1,340,017.65
						0.00
						0.00
Totals	258,667.25	332,619.60	0.00	0.00	0.00	9,485,859.03

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	1	2	3	3	4
Subcontractor	18020-Not Let	18022-Virgil Cook	18022-Not Let		
Type of Work	Striping	Electrical	Geotextile		
Subcontract Price	2,417.05	2,000.00	19,000.00		
Amount Uncompleted	2,417.05	0.00	15,357.50		
Subcontractor	18020-Not Let	18022-Maintenance			
Type of Work	Electrical	Striping			
Subcontract Price	2,545.49	24,903.16			
Amount Uncompleted	2,545.49	24,903.16			
Subcontractor	18020-Not Let	18022-D'Land			
Type of Work	Sealcoat	Concrete			
Subcontract Price	7,148.21	344,820.30			
Amount Uncompleted	7,148.21	322,441.30			
Subcontractor		18022-Nafisco			
Type of Work		Traffic Control			
Subcontract Price		16,990.00			
Amount Uncompleted		1,453.50			
Subcontractor		18022-JE			
Type of Work		Landscaping			
Subcontract Price		71,238.87			
Amount Uncompleted		54,950.88			
Subcontractor		18022-Northern			
Type of Work		Fence			
Subcontract Price		5,741.35			
Amount Uncompleted		3,997.60			
Subcontractor		18022-Ray Edwards			
Type of Work		Site Utilities			
Subcontract Price		171,877.85			
Amount Uncompleted		75,639.10			
Total Uncompleted	12,110.75	483,385.54	15,357.50	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

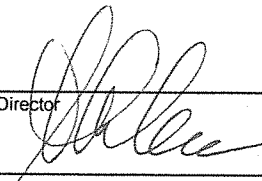
this 1st day of March 2019



 (Notary Public)

My commission expires: 06/01/19

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

Signed 

Company Builders Paving, LLC

Address 4413 Roosevelt Road, Suite 108

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	1	2	3	4	Awards Pending	
Contract Number	18031	18033	None	None	None	
Contract With	Village of Elburn	City Of Prospect Heights				
Estimated Completion Date	05/31/19	05/31/19				
Total Contract Price	574,550.00	1,459,459.00				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	357,753.30	1,459,459.00				13,165,795.27
Uncompleted Dollar Value if Firm is the Subcontractor						1,042,531.95
						14,208,327.22

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					Accumulated Totals
Earthwork	5,400.00	127,817.50			380,603.38
Portland Cement Concrete Paving					0.00
HMA Plant Mix					0.00
HMA Paving	255,460.00	685,860.00			7,160,460.25
Seal & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces	5,250.00	159,315.00			648,481.55
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, Planing & Rotomilling	4,444.99	67,220.00			1,267,063.69
Demolition					0.00
Pavement Markings (Paint)					0.00
Other Construction (List)	19,258.43	160,075.00			1,519,351.08
					0.00
					0.00
Totals	289,813.42	1,200,287.50	0.00	0.00	10,975,959.95

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	1	2	3	4	5
Subcontractor	18031-Not Let	18033-Not Let	None	None	None
Type of Work	Traffic Control	Electrical			
Subcontract Price	6,477.00	4,400.00			
Amount Uncompleted	1,919.25	4,400.00			
Subcontractor	18031-Not Let	18033-Not Let			
Type of Work	Striping	Striping			
Subcontract Price	5,978.50	5,512.00			
Amount Uncompleted	5,978.50	5,512.00			
Subcontractor	18031-Not Let	18033-Not Let			
Type of Work	Geotextile	Traffic Control			
Subcontract Price	5,461.50	9,895.00			
Amount Uncompleted	5,461.50	9,895.00			
Subcontractor	18031-Not Let	18033-Not Let			
Type of Work	Concrete	Landscaping			
Subcontract Price	108,319.10	84,054.50			
Amount Uncompleted	0.00	84,054.50			
Subcontractor	18031-Not Let	18033-Not Let			
Type of Work	Landscaping	Concrete			
Subcontract Price	11,116.25	122,390.00			
Amount Uncompleted	4,244.03	122,390.00			
Subcontractor	18031-Not Let	18033-Not Let			
Type of Work	Site Utilities	Site Utilities			
Subcontract Price	14,604.92	32,920.00			
Amount Uncompleted	9,124.96	32,920.00			
Subcontractor	18031-Not Let				
Type of Work	Crack Fill				
Subcontract Price	41,211.64				
Amount Uncompleted	41,211.64				
Total Uncompleted	67,939.88	259,171.50	0.00	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 1st day of March 2019



 Notary Public

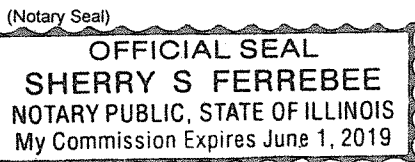
My commission expires: 06/01/19

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



CONTRACT

1. THIS AGREEMENT, made and concluded this 11 day of March, 2019, between the City of Wood Dale, acting by and through its Mayor-City Council 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 payment 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 plans of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, proposals, contract bond, General Requirements and Covenants (Division I), Technical Specifications (Division II), Special Provisions (Division III) and Standard drawings (Division IV), in addition to any specific plans and specifications upon which the contractor's proposal is based, are all incorporated by reference into this contract and are therefore made a part hereof.

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

FOR THE CITY OF WOOD DALE
(Party of the First Part)

By: Annunziato Pulice

Title: Annunziato Pulice, Mayor

Attest: Shirley Siebert

Title: Shirley Siebert, Clerk

MUNICIPAL SEAL

FOR THE CONTRACTOR
(Party of the Second Part)

BUILDERS PAVING, LLC
By: [Signature]

Title: Vice President

Attest: [Signature]

Attester's Title: Secretary

CORPORATE SEAL

CONTRACT BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, Builders Paving, LLC
_____, a corporation organized under the laws of the State of
Illinois, and licensed to do business in the State of Illinois, as principal, and
Fidelity and Deposit Company of Maryland, a corporation organized and existing under the laws of the State
of Illinois, with authority to do business in the State of Illinois, as Surety, are held
and firmly bound unto the City of Wood Dale, State of Illinois, in the penal sum of
Five Hundred Forty Thousand Nine Hundred Twenty Eight and NO/100 Dollars
(\$ 540,928.00), lawful money of the United States, well and truly to be paid unto
said City of Wood Dale, for the payment of which we bind ourselves, our successors and
assigns, jointly, severally, and firmly by these presents.

Executed by Contractor

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has
entered into a written contract with an Owner which is the City of Wood Dale and acts through its
Mayor-City Council for the construction of the work designated
Project # 15-R0426.02 FY20 Captial Improvemets Project - Street Resurfacing
Program, which

contract hereby is referred to and made a part hereof, as if written herein in 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, for any
reason whatsoever, 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.

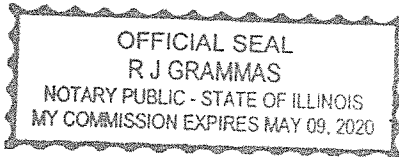
NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the
terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus,
fixtures or machinery furnished to him for the purpose of constructing such work, and shall 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

STATE OF)
) SS
COUNTY OF)

I, RJ Grammas (Notary), a Notary Public in and for said County in the State aforesaid, do hereby certify that Steve Salinas (President) and Sherry Ferrebee (Attester), to me personally known to be president and secretary (Attesters Title), respectively, of Builders Paving, LLC (Contractor) a corporation, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such secretary (Attesters Title) respectively they signed, sealed and delivered the said instrument as the free and voluntary act of said Corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the Board of Directors of said Corporation.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 3rd DAY OF April A.D. 20 19

SEAL



RJ Grammas
Notary Public

Executed by Contractor

STATE OF Illinois)
) SS
COUNTY OF DuPage)

I, Alexandra Sartori (Notary), a Notary Public in and for said County in the State aforesaid, do hereby certify that James I. Moore (Attorney-in-Fact) who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney in Fact for Fidelity and Deposit Company of Maryland (Surety) appeared before me this day in person and acknowledged that he signed the name of Fidelity and Deposit Company of Maryland (Principal) thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under authority given him by said Principal.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 3rd DAY OF April A.D. 20 19

SEAL



Alexandra Sartori
Notary Public

Executed by Surety

**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

DIVISION I

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SECTION 1. DEFINITION OF TERMS

1-1 DESCRIPTION

When a standard specification number is used in the Specifications it shall be taken to mean the latest revision of that Standard Specification at the time of the Bid.

Whenever in the specifications and Contract the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

1-2 ABBREVIATIONS

The following organizations are referred to in this specification by abbreviations of the titles. Additional information noted but not detailed can be obtained from these organizations by writing to them.

ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, Pennsylvania 19103
ASSHTO	The American Association of State Highway and Transportation Officials 917 National Press Building Washington, D.C. 20004
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, Colorado 80235
NSF	National Sanitation Test Laboratory Foundation Box 1478 Ann Arbor, Michigan
ANSI	American National Standards Institute 1430 Broadway New York, New York 10018
IDOT	Illinois Department of Transportation 2300 South Dirksen Parkway Springfield, Illinois 62764
FHWA	Federal Highway Administration DOT Building, 400 Seventh St., S.W. Washington, D.C. 20590
OSHA	Occupational Safety and Health Act
MWRDGC	The Metropolitan Water Reclamation District of Greater Chicago 100 East Erie Street Chicago, Illinois 60611

REL Robinson Engineering, Ltd

ISO Insurance Services Office

1-3 ADDENDA

Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the Contract Documents, Drawings, and Specifications by additions, deletions, clarifications or corrections.

1-4 AWARD

The decision of the Owner to accept the proposal of the lowest responsive, responsible bidder for the work, subject to the execution of and approval of a satisfactory Contract therefore, and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

1-5 BASE COURSE

The layer or layers of specified or selected material of designed thickness placed on a sub-base or a subgrade to support the surface course.

1-6 BITUMINOUS PAVEMENT

A pavement structure which maintains intimate contact and distributes loads to the subgrade and depends upon aggregate interlock particle friction and cohesion for stability, and a pavement structure which includes a bituminous concrete surface course over a bituminous concrete base course or a portland cement concrete base course.

1-7 BIDDER

Any individual, firm, partnership or corporation submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

1-8 CONTRACT

The written agreement between the Owner and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work (the furnishing of labor and materials, and the basis of payment).

The Contract includes such of the following document parts as may be utilized. These document parts so utilized will be as fully part of the Contract as if therein set out verbatim, or, if not attached, as if attached thereto. The controlling order of priority for these documents on the project is as follows (e.g., A is controlling over B-N, etc.):

- A. Supplemental Agreements (Change Order)
- B. Addenda
- C. Special Conditions of Contract
- D. General Conditions of Contract
- E. Special Provisions to the Specifications
- F. Detailed Specifications
- G. Complete Project Plans or Drawings
- H. General Specifications
- I. Contract
- J. Contractor's Contract Bond
- K. Contractor's Proposal
- L. Notice to Proceed
- M. Notice of Award
- N. Notice to Bidders

1-9 CONTRACTOR

The Bidder awarded the Contract for the Work.

1-10 CONTRACT BOND

The approved form of security furnished by the Contractor and his surety as a guaranty that he will execute the Work in accordance with the terms of the Contract.

1-11 CORPORATION

With respect to the execution and performance of the Contract, a corporate body authorized or licensed to do business in the State of Illinois for projects in Illinois and in the State of Indiana for projects in Indiana.

1-12 CULVERT

A drainage structure extending across and beneath a traveled way and having a tubular or box-type cross-section open on both ends.

1-13 ENGINEER

ROBINSON ENGINEERING, LTD. or an engineer of a municipality, including such assistants as are authorized to represent them, who represents the Owner during the construction phase activities of the Work.

1-14 FORCE MAIN

A pipe constructed or used to carry sewage under pressure.

1-15 ENGINEERING OBSERVER

The authorized representative of the Owner or of the Engineer assigned to observe the progress of the Work to determine only if the Work is proceeding in accordance with the technical plans and specifications.

1-16 LABORATORY

An established testing laboratory approved by the Engineer.

1-17 MANHOLE

A vertical enclosed structure providing access to a pipe line or other structure.

1-18 NOTICE TO BIDDERS

The official notice, included in the proposal form, inviting bids for the proposed improvement, including a brief description of the Work.

1-19 OWNER

The Village, City, Town, Sanitary District, or other governmental body, corporation, partnership or individual initiating the project, acting through its legally constituted officials, officers or employees. The Department as referenced in the State Specifications.

1-20 PAVEMENT STRUCTURE

The combination of sub-base, base course and surface course placed on a sub-grade to support the traffic load and distribute it to the roadbed.

1-21 PLANS

All official drawings or reproductions of drawings pertaining to the Work provided for in the contract.

1-22 PLUMBING

Plumbing shall be as defined in the latest adopted Illinois State Plumbing Code, copies of which are available from the Illinois Department of Public Health, Division of Engineering and Sanitation, 535 West Jefferson Street, Springfield, Illinois 62706.

1-23 PROPOSAL (BID)

The written offer of the Bidder to perform the proposed Work.

1-24 PROPOSAL GUARANTY

The security designated in the proposal to be furnished by the Bidder as a guaranty that said Bidder will enter into a Contract with the Owner for the acceptable performance of the Work and will furnish the required Contract Bond, if the Work is awarded to him.

1-25 RAILROAD

The Railroad or Railway Company whose property is involved in the Work.

1-26 RIGHT-OF-WAY AND EASEMENTS

The areas owned, or acquired by permanent easement; also, the areas acquired by temporary easement during the time the easement is in effect.

1-27 SEWER, COMBINED

Any sewer constructed or used for the purpose of carrying both storm water and waterborne wastes to a treatment facility.

1-28 SEWER, SANITARY

Any sewer constructed or used for the purpose of carrying waterborne wastes to a treatment facility.

1-29 SEWER, SERVICE

A branch sanitary sewer line constructed from the main sanitary sewer line to a point described in the Special Provisions or Plans or to a point established by the Engineer.

1-30 SEWER, STORM

A sewer constructed or used for carrying storm water or sub-surface water to a storm water outlet.

1-31 SPECIAL PROVISIONS

Specific directions, provisions, requirements and revisions of the Specifications peculiar to the Work under consideration which are not satisfactorily provided for in the Specifications. The Special Provisions set forth the final contractual intent as to the matter involved. The Special Provisions included in the Contract shall not operate to annul those portions of the Specifications with which they are not in conflict.

1-32 SPECIFICATIONS

The body of directions, provisions and requirements contained herein, or in any supplement to this document referred to in the Special Provisions, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the Work, the quantities or the quality of materials to be furnished under the contract.

1-33 STATE SPECIFICATIONS

IDOT, Standard Specifications for Road and Bridge Construction, latest edition at the time of Bid. This book outlines the general requirements and covenants to all improvements, as well as provisions relating to materials, equipment and construction requirements for individual items of work.

1-34 SUBCONTRACTOR

The individual, firm, partnership or corporation to whom the Contractor, with the written consent of the Engineer, sublets, assigns, or otherwise disposes of any part of the Work covered by the contract.

1-35 SUB-BASE

The layer or layers of specified or selected material of designed thickness placed on a sub-grade to support a base course.

1-36 SUB-GRADE

The top of surface of a roadbed upon which the pavement structure and shoulders are constructed.

1-37 SUPPLEMENTAL AGREEMENT

The written agreement executed by the Owner and the Contractor, with the assent of the Contractor's surety, covering modifications or alterations of the terms of the original Contract.

1-38 SUPPLIER

Any person or organization who supplies materials or equipment for the Work including that fabricated to a special design.

1-39 SURETY

The corporate body, individual or individuals which engage to be responsible for the Bidder's acts in the execution of the Contract in the event of its being awarded to him; or, which are bound with and for the Contractor to insure his acceptable performance of the Contract, his payment of all obligations pertaining to the Work, and his fulfillment of such other conditions as may be specified or otherwise required by law.

1-40 SURFACE COURSE

One or more layers of a pavement structure designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion, and the disintegrating effects of climate. The top layer is sometimes called "wearing course".

1-41 WATER MAIN

A pipe constructed or used to carry potable water under pressure.

1-42 WATER SERVICE LINE

That line connected to the water main, which delivers potable water to the user's facilities.

1-43 THE WORK

The improvement advertised for bids, described in the Proposal form, indicated on the Plans and covered in the Specifications, Special Provisions, Contract, authorized alterations, extensions and deductions, and supplementary agreements, or any part or parts thereof.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 CONTENTS OF THE PROPOSAL FORM

Bidders will be furnished with forms stating the location and description of the Work contemplated, the approximate quantities of Work to be performed, the amount of the Proposal Guarantee, requirements pertaining to labor, and the date, time and place of filing and opening Proposals. All documents bound with or attached to the proposal shall be considered a part thereof, and shall not be detached or altered.

2-2 INTERPRETATION OF ESTIMATE OF QUANTITIES

An estimate of quantities of Work to be done and materials to be furnished under the Specifications is given in the Proposal. It is given as a basis for comparison of Proposals and the award of the Contract. The Owner and Engineer do not expressly or by implication agree that the actual quantities involved will correspond therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities pertaining to the Work.

Payment will be based on the actual quantities of Work performed in accordance with Contract, at the Contract unit prices specified. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities. The Owner reserves the right to omit any item entirely, or to increase or decrease any or all items as provided in Section 4-3.

2-3 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK

The bidder shall, before submitting his bid, carefully examine the Proposal, Plans, Specifications, Special Provisions, and form of Contract and bond. He shall inspect in detail the site of the proposed Work and familiarize himself with all the local conditions affecting the Contract and the detailed requirements of construction. If his Bid is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions. The Owner or Engineer will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

When the Plans or Special Provisions include information pertaining to sub-surface exploration, borings, test pits, and other preliminary investigations, such information is included only for the convenience of the Bidder. The Owner or Engineer assumes no responsibility whatever in respect to the sufficiency of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or that unanticipated developments may not occur.

When the Plans or Special Provisions include information pertaining to the location of underground utility facilities, such information is only included for the convenience of the Bidder. The Owner or Engineer assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, or lack of information, shown on the Plans relative to the location of underground utility

facilities. It shall be the Contractor's responsibility to obtain from the respective utility companies detailed information relative to the location of their facilities and the work schedules of the utility companies for removing or adjusting them.

2-4 ENGINEER'S ESTIMATE

The Engineer's "Estimate of Cost" as prepared for the Owner for the work to be completed under this contract may or may not be available to the Bidders at the discretion of the Owner or the Engineer. If the "Estimate of Cost" is available, it shall be given to all prospective bidders upon request.

2-5 PREPARATION OF THE PROPOSAL

The Bidder shall submit his Proposal on the form furnished by the Owner. The Proposal shall be executed properly, and Bids shall be made for all items indicated in the proposal form, except that when alternate bids are asked, a Bid on more than one alternate for each item is not required, unless the Special Provisions provide otherwise. The Bidder shall indicate, in figures, a unit price or lump sum for each of the separate items called for in the Proposal; he shall show the products of respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the Proposal 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 with ink.

If the Proposal is made by an individual, his name and post office address shall be shown. If made by a firm, joint venture, or partnership, the name and post office address of each member of the firm, joint venture, or partnership shall be shown. If made by a corporation, the Proposal shall show the names, titles, and business addresses of the president, secretary, and treasurer, certified to by the secretary.

2-6 MULTIPLE BIDS

If multiple Bids are to be received, bidding shall be in accordance with the instructions in the Special Provisions.

2-7 REJECTION OF PROPOSALS

Proposals that contain omissions, erasures, alterations, additions not called for, conditional or alternate bids unless called for, irregularities of any kind, or proposals otherwise regular which are not accompanied by the proper proposal guaranty shall be rejected as informal or insufficient. However, the Owners reserve the right to reject any or all Proposals and to waive such technical error as may be deemed best for the interest of the Owner.

2-8 PROPOSAL GUARANTY

Each proposal shall be accompanied by a bid bond, bank draft, bank cashier's check, or properly certified check for not less than ten per cent (10%) of the amount Bid unless otherwise specified in the Special Provisions.

If a multiple Bid is submitted, the bid bond, bank draft, bank cashier's check, or certified checks, which accompany the individual Proposals making up the combination, will be considered as also covering the multiple Bid.

See Paragraph 3-3 regarding return of Proposal Guaranty.

The bid bond, bank draft, cashier's checks, or certified checks accompanying Proposals shall be made payable to the Owner.

2-9 DELIVERY OF PROPOSALS

Proposals shall be delivered prior to the time and at the place indicated in the notice to bidders. Each Proposal shall be placed in an envelope sealed and plainly marked to indicate its contents. Only sealed Proposals will be accepted.

Proposals will not be opened unless received at the place of letting and prior to the time stated in the Notice to Bidders.

2-10 WITHDRAWAL OF PROPOSALS

Permission will be given a Bidder to withdraw a Proposal if he makes his request in writing before the time for opening Proposals. If a Proposal is withdrawn, the Bidder will not be permitted to submit another Proposal for the same Work at the same letting.

2-11 WITHDRAWAL OF PROPOSAL GUARANTY

See Paragraphs 3-2 and 3-3 on award of Contract and return of Proposal Guaranty.

2-12 PUBLIC OPENING OF PROPOSALS

Unless otherwise specified, 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.

2-13 DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and rejection of his Proposal.

- A. More than one Proposal for the same Work from an individual, firm, partnership, or corporation under the same or different names.
- B. Evidence of collusion among bidders.
- C. Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- D. Failure to submit a unit price for each item of Work listed in the Proposal.
- E. If the Proposal form is other than that furnished by the Engineer 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.
- J. Lack of competency as revealed by financial statement or experience questionnaire.
- K. Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- L. Uncompleted work, which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work.
- M. False information provided on a Bidder's "Contractor's Statement."
- N. Failure to comply with any prequalification regulations of the Owner.
- O. Default under previous contracts.

2-14 COMPETENCY OF BIDDERS

The Bidder, if a corporation, shall show the name of the State in which the corporation is chartered. Each Bidder shall furnish the Owner within two (2) weeks after request, with satisfactory evidence of his competency to perform the Work contemplated. When requested, he shall submit to the Owner a

financial statement prepared by a Certified Public Accountant showing his financial condition at the end of his past fiscal year. The accountant who prepares the statement shall certify that he holds a valid and unrevoked certificate as a Certified Public Accountant, issued in accordance with the laws of the State in which he is licensed. The Bidder, if requested, shall also answer and submit questionnaires relating to his experience and available equipment for performing construction work similar to that for which he is offering a proposal, and shall do so within the same two weeks from the time of request.

Before an award is made, the Bidder may, at the option of the Owner be required to furnish a statement showing the value of all uncompleted work for which he has entered into contracts.

2-15 MATERIAL SUBSTITUTIONS

If restrictions of any governmental authority prohibit the use of certain items that are required by the Plans and Specifications, substitution for such items will be determined by the Owner.

Each Bidder shall base his bid on the furnishing of all items exactly as shown on the Plans and as described in the Specifications. The successful Bidder will not be authorized to make any substitutions on his own volition, but in each and every case must obtain a properly authorized change order from the Owner on his Contract before installing any work in variance with the Contract requirements.

2-16 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner and Engineer, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2-17 STATUS OF RIGHT-OF-WAY, EASEMENT AND CONSTRUCTION EASEMENT ACQUISITION

Each bidder is instructed to fully acquaint himself with the status of the right-of-way, easement and construction easement acquisition at the time of submission of his proposal and the possibility of the acquisition of the parcels remaining to be acquired, if any, in time so as not to interfere with the progress of his work under this contract, and the owner shall not be liable to any damage that may occur to him for any and all delay through delay of the owner in securing the necessary right-of-way, easement and construction easement.

The owner agrees that it will make every effort to acquire any right-of-way, easement and construction easement with all speed and diligence possible.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1 CONSIDERATION OF PROPOSALS

The proposals received will be compared on the basis of the summation of the products of the items of Work listed and the unit prices offered. In case of discrepancy between the gross sum shown in the Proposal prices, the unit prices shall govern, and any errors found in said products shall be corrected. In awarding Contracts, the Owner 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 the previous article and from other investigations, which the Owner may elect to make.

3-2 AWARD OF CONTRACT

Except in cases where the Owner exercises the right reserved to reject any or all Proposals, the Contract will be awarded by the Owner, as soon as practicable after the opening of Proposals.

Unless otherwise specified, if a Contract is not awarded within forty- five (45) days after the opening of Proposals, a Bidder may file a written request with the Owner for the withdrawal of his bid or award date may be extended by mutual consent of the Owner and Bidder. The Owner will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's Proposal Guaranty.

3-3 RETURN OF PROPOSAL GUARANTY

The Proposal Guaranties of all except the two lowest Bidders will be returned promptly after the Proposals have been checked. Proposal Guaranties of the two lowest Bidders will be returned as soon as the Contract and Bond of the successful bidder have been properly executed and approved.

If Contracts cannot be awarded promptly, the Owner shall permit the two (2) lowest Bidders to substitute for the bank cashier's checks, or certified checks which they may have submitted with their Proposals as Proposal Guaranties, a bid bond executed by a corporate surety company satisfactory to the Owner, but such substitutions shall not be made until a period of three (3) days has elapsed after the date of opening Proposals.

3-4 REQUIREMENT OF CONTRACT BOND

The successful Bidder, at the time of the execution of the Contract, shall deposit with the Owner a surety bond for the full amount of the Contract. The form of bond shall be that furnished by the Owner, and the surety shall be acceptable to the Owner.

3-5 EXECUTION OF THE CONTRACT

The contract shall be executed by the successful Bidder. The bond, when required, shall be executed by the principal and the sureties, and executed Contract and Contract Bond shall be presented to the Owner within fifteen (15) days after the date of notice of the award of the Contract.

Each Contract must be executed in three (3) original counterparts, and there shall be executed original counterparts of the Contract Bond in equal number to the executed original counterparts of the Contract. One (1) copy each of such executed documents will be retained by the Owner and the Engineer, the third will be delivered to the Contractor.

3-6 FAILURE TO EXECUTE CONTRACT

Failure on the part of the successful Bidder to execute a Contract and an acceptable Contract Bond and acceptable insurance certificates as provided herein, within fifteen (15) days from the date of receipt of Contract documents from the Owner will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the Owner, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

SECTION 4. SCOPE OF WORK

4-1 INTENT OF THE PLANS AND SPECIFICATIONS

The intent of the contract is to prescribe a complete outline of work which the Contractor undertakes to do in full compliance with the contract, plans and specifications. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the contract, and shall include the cost of these items in the unit prices bid for the several units of work. Contractor shall be solely responsible for all safety procedures and safety violations. The quantities appearing in the bid schedule of prices are estimates prepared for the establishment of pay item prices and the comparison of bids. Payment to the Contractor will be made for the actual measured quantities performed and accepted or material furnished and accepted according to the contract, and the scheduled quantities may be increased, decreased, or omitted as herein provided.

Under no circumstances shall the Contractor exceed any established pay item quantity without notification to the Engineer and receipt of written authorization as provided herein.

The latest edition of the State Specifications and Standard Specifications for Water and Sewer Construction in Illinois shall be the basis and govern this contract unless otherwise provided by special provision or exception.

4-2 SPECIAL WORK

Should any construction or requirement not covered by the Specifications be anticipated on any proposed Work, Special Provisions for the same will be prepared and included in the Proposal form, which Special Provisions shall be considered as a part of the Specifications the same as though contained fully herein.

4-3 CHANGES

The Owner reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work, and the performance of extra work to satisfactorily complete the project. Such changes in quantities, alterations, and extra work shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Owner may determine to be fair and equitable.

If alterations or changes in quantities do not significantly change the character of the work to be performed under contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or when a major item, defined as an item whose total original contract costs exceeds ten percent of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Owner before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item.

The Contractor shall accept payment for alterations which result in an increase or decrease in the quantities of work to be performed according to the following:

- A. All increases in work of the type which appear in the contract as pay items accompanied by unit prices will, except as provided under paragraph (C) herein, be paid for at the contract unit prices. Decreases in quantities included in the contract will be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.
- B. Major items of work for which the quantities are increased by not more than 125 percent or reduced to not less than 75 percent of the original contract quantities will be paid for as specified in paragraph (a) above. Any adjustments for increased quantities for major items of work increased more than 125 percent shall only apply to that portion in excess of 125 percent of original contract quantities. Any adjustments made for major items of work which are decreased to less than 75 percent of the original contract quantities shall apply to the actual amount of work performed.
- C. Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Section 9-4.

4-4 PERIODIC AND FINAL CLEANUP

From time to time or as may be ordered by the Owner and immediately after completion of the Work, the Contractor shall at his own expense clean up and remove all refuse and unused materials of any kind resulting from the Work. Upon failure to do so within five (5) working days after receipt of written request from the Owner, the Work may be done by the Owner and the cost thereof be charged to the Contractor and be deducted from his Contract price. Upon completion of the Work, the Contractor shall remove all his equipment and put the area of the Work in a neat and clean condition and do all other cleaning required to complete the Work in a workmanlike manner, ready for use and satisfactory to the Owner.

All Cleanup shall be performed as specified in the various sections of these Specifications or in the Special Provisions.

4-5 LUMP SUM CONTRACTS

On lump sum Contract, when specified in Special Provisions, or Contracts containing lump sum items, the lump sum contract price shall include the furnishing and installation of all Work described in the Specifications and/or shown on the Plans.

4-6 LOCAL ORDINANCES AND REGULATIONS

The Contractor shall keep himself fully informed of all existing laws, ordinances, and regulations of the municipality affecting the work and/or material of this Contract. If any inconsistency is discovered between the Plans, Specifications and those covered by local municipal laws, ordinances, or regulations, it shall be reported to the Owner and Engineer.

4-7 PREFERENCE TO VETERANS

Attention is called to assure compliance with Illinois Revised State Chapter 126 Section 23. Preference to veterans upon public works: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the state, or by any political subdivision thereof, preference shall be given to persons who were engaged in the military or naval service of the United States in time of war".

SECTION 5. CONTROL OF THE WORK

5-1 PLANS AND WORKING DRAWINGS

The Contractor shall submit to the Engineer such shop, working, or layout drawings pertaining to the construction of the Work, as may be required. These drawings shall be reviewed by Engineer for general conformance with the design concept only. This review by the Engineer does not relieve the Contractor and/or fabricator/vendor of responsibility for conformance with the Contract documents (see 1-8) and applicable codes, all of which have priority over these shop, working and layout drawings. Corrections or comments made on the shop drawings by the Engineer during this review process do not relieve the Contractor from compliance with the requirements of the Contract documents (1-8) and applicable codes.

When the Contract includes Work adjacent to a railroad and false work, cofferdams, or sheeting is required, the Contractor shall submit to the Engineer for his approval and the Railroad Engineer's approval, plans for the false work, cofferdams, or sheeting by a Registered Structural Engineer. It shall be the responsibility of the Contractor to contact the railroad to determine how to meet their requirements. The cost of meeting those requirements shall be borne by the Contractor. The plans shall be submitted sufficiently in advance of the time the Contractor intends to start work to permit checking. No such work shall be started prior to receipt by the Contractor of approval of the Plans for the false work, cofferdams, or sheeting.

The cost of furnishing such Drawings shall be incidental to the contract and no additional compensation will be allowed the Contractor for any delays resulting therefrom.

5-2 CONFORMITY WITH PLANS AND SPECIFICATIONS

It is the intent of the Specifications that all Work performed and all materials furnished shall be in conformity with the lines, grades, cross section, dimensions and material requirements shown on the Plans or indicated in the Specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used or the Work performed are not in conformity with the Engineering Plans and technical Specifications including tolerances and have resulted in an inferior or unsatisfactory product, the Work or material shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

5-3 COORDINATION OF COMPONENT PARTS OF THE CONTRACT

The Specifications, the accompanying Plans, the Proposal, the Special Provisions, and all other contract documents are intended to describe a complete Work and are essential parts of the Contract. A requirement occurring in any of them is binding. In case of discrepancy, figured dimensions shall govern over scaled dimensions, Plans shall govern over Specifications, Special Provisions shall govern over both Specifications and Plans, and quantities shown on the plans shall govern over those shown in the

Proposal. Neither the Owner, Engineer, nor the Contractor shall take advantage of any apparent error or omission in the Plans or Specifications, and the Owner shall be permitted to make such minor changes or alterations as may be deemed necessary for the fulfillment of the intent of the Plans and Specifications. Any corrections or alterations so made shall be subject to the provisions of Section 4-3.

5-4 COOPERATION BY CONTRACTOR

The Contractor will be furnished necessary copies of the Plans and Special Provisions, and he shall have one copy of each available on the work at all times during its prosecution. He shall give the work his constant attention to facilitate the progress thereof, and shall cooperate with the Owner and Engineer in every way possible. He shall have on the Work site at all times a competent, English-speaking representative authorized to receive orders and act for him and shall not replace him without prior written notification to the Owner.

5-5 UTILITIES

Not all of the gas, power, telephone or cable television lines, whether above or below ground, have been shown on the drawings. The location of existing underground utilities, such as water mains, sewers gas mains, etc., as shown on the drawings, have been determined from the best available information and are given for the convenience of the Contractor. The Contractor must assume responsibility for location and protection of all utilities, whether shown or not, and must realize that the actual locations of the utilities shown on the drawings may be different from the location indicated.

It is the responsibility of the Contractor to phone the Joint Utility Locating Information for Excavators (J.U.L.I.E.) at least 48 hours before excavation starts (except Saturday, Sunday and Holidays) phone toll free 1-800-892-0123. The Contractor shall also be responsible for having the "Dig Number" assigned as a result of the phone request available at the construction site and at his office.

It is understood and agreed that the Contractor has considered in his Proposal all of the permanent and temporary utility appurtenances shown or otherwise indicated on the Plans in their present positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances of the operation of moving them either by the utilities company or by the Contractor; or on account of any special construction methods required in prosecuting his work due to the existence of said appurtenances.

5-6 COOPERATION BETWEEN CONTRACTORS

If separate contracts are let for Work comprising an entire improvement, each Contractor shall conduct his Work so as not to interfere with or hinder the progress or completion of the Work being performed by other Contractors.

The Contractor shall as far as possible arrange his Work, and place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same improvement. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others. In case of dispute, the latest approved progress schedule shall govern.

5-7 CONSTRUCTION STAKES

Construction stakes and/or paint will be furnished and set by the Engineer to mark the general location, alignment, elevation and grade of the Work. The Contractor shall exercise proper care in the preservation of stakes set for his use or the use of the Engineer. The Contractor shall pay for the cost of replacing stakes damaged by his operation or those stolen by others.

5-8 AUTHORITY AND DUTIES OF OBSERVERS

Observers employed by the Owner or by the Engineer shall be authorized to observe the progress of the Work to determine if the Work is proceeding in accordance with the technical Plans and Specifications, and to perform such other duties as may be designated by the Engineer. However, the Engineer shall not be responsible for the construction means, methods, techniques, sequences or safety procedures and precautions in connection with the work by the contractors.

5-9 ENGINEER'S FIELD OFFICE AND/OR LABORATORY

When required by the Special Provisions, the Contractor shall furnish a field office and laboratory. The field office and/or laboratory shall be a weatherproof building for the exclusive use of the Engineer. It shall be independent of any building used by the Contractor. All keys to the building shall be turned over to the Engineer. The Engineer shall designate the location of the building and it shall remain on the site until released by the Engineer.

The building shall conform to the following requirements:

- Floor space, not less than 120 square feet
- Height of ceiling, not less than..... 8 feet
- Windows, not less than 3
- Door, with lock approved by the Engineer 1
- Instrument locker, 2 feet x 3 feet x 4 feet, with adjustable shelves
- Hinged wall table 3 feet x 6 feet

The Contractor shall provide lights, heat, and when electric power is available, summer air conditioning for the building. The conditions shall be acceptable to the Engineer.

When shown on the plans or specified in the Special Provisions, the Contractor shall furnish two (2) buildings conforming to the above requirements, one to be used as a field laboratory, and each to be located where designated by the Engineer.

With the approval of the Engineer, a mobile building or buildings of approximately the same dimensions and having similar facilities may be substituted for the above described building or buildings.

The cost of furnishing the building or buildings, light, heat, and air conditioning shall be paid for at the contract lump sum price for "FIELD OFFICE AND/OR LABORATORY". The office and/or laboratory shall remain the property of the Contractor when the Work is completed.

5-10 CONSTRUCTION OBSERVATION

All materials and each part or detail of the Work may be subject at all times to observation by the Engineer and the Owner, or their authorized representatives, and the Contractor will be held strictly to the true intent of the Contract documents in regard to quality of materials, workmanship and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply whether mill, plant or shop. The Engineer, or his representatives, shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make his observations and construction review. The duty of the Engineer to conduct observations and construction review of the Contractor's performance shall not include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

Engineer shall not at any time supervise, direct, or have control over any contractors' work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any Contractor to comply with laws and regulations applicable to contractors' work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. Engineer shall have no authority to stop the work of any contractor on the Project. The Engineer's efforts will be directed toward providing assurance for the Owner that the completed project will conform to the Plans and Specifications as prepared by the Engineer, to safeguard the Owner against variances and deviations from the Plans and Specifications, and to assist in a correct interpretation of the Plans and Specifications.

The Engineer shall not have control of the construction and does not have a right, duty or responsibility to stop work for any reason including any contractor's failure to follow proper safety precautions or any acts or omissions. The Engineer shall not be responsible for the acts, errors or omissions of any contractor or any of their agents or employees or any other person performing any of the Work under the Contract.

The Contractor shall, upon written notice from the Owner, remove or uncover such portions of the finished Work as he may direct, before the final acceptance of the same. After examination, the Contractor shall restore said portion of the Work to the standard required by the Contract documents. If the Work thus exposed or examined proves acceptable, the expenses of uncovering or removing and the replacing of the parts removed shall be paid for as Extra work, unless otherwise provided in the Contract documents, but if the Work so exposed or examined is unacceptable, the expense of uncovering or removing and the replacing of the same in accordance with the Contract documents shall be borne by the Contractor.

The Contractor shall supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

Any reference to "supervision" by the Engineer in the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction or any other referenced documents shall be changed to "observation."

When the State and/or Federal Government is to pay a portion of the cost of the Work covered by the Contract, the Work shall be subject to the observation of the representatives of those Governments, but such observation shall in no sense make those Governments a part of the Contract.

5-11 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

Work done without lines and grades being given, or beyond the lines shown on the Plans or as given, except as herein provided, or any extra work done without authority will be considered as unauthorized and at the expense of the Contractor, and will not be measured or paid for. Work so done may be ordered by the Owner to be removed or replaced at the Contractor's expense.

All work, which has been rejected, shall be remedied or removed and replaced so as to comply with the Plans and Specifications by the Contractor at his own expense. Upon failure on the part of the Contractor to comply promptly with any order of the Owner made under the provisions of this article, the Owner shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied, or removed and replaced, or to cause unauthorized work to be removed, and to deduct the cost thereof from the contract price due or become due to the Contractor.

5-12 FINAL ACCEPTANCE

The Engineer shall make final acceptance of all Work included in the Contract, as soon as practicable after notification by the Contractor that the Work is completed. If the Work is not acceptable to the Engineer, he shall inform the Contractor in writing as to the particular defects to be remedied before final acceptance can be made.

The Contractor shall be relieved of normal maintenance responsibilities for any sections of the work, which are completed and accepted by the Owner prior to project completion. For the remainder of the Work, the guarantee period shall be as stated in Section 7-16.

When the Contract includes work for which the County, State and/or Federal Government is to pay a portion of the cost thereof, such work shall also be subject to the inspection and approval of the representatives of those governments.

5-13 PUBLIC CONSTRUCTION BID ACT, 30 ILCS 557/1

It is agreed that the Public Construction Bid Act, 30 ILCS 557/1, shall not be applicable to this contract pursuant to the home rule powers of the community.

SECTION 6. CONTROL OF MATERIAL

6-1 QUALITY OF MATERIALS

It is the intent of the Specifications that first-class materials shall be used throughout the Work, and that they shall be incorporated as to produce completed construction, which is workmanlike and acceptable in every detail. The cost of collecting and furnishing of samples of all test material shall be borne by the Contractor. The cost of all testing shall be borne by the Owner. Only materials, which conform to the requirements of these Specifications, shall be incorporated in the Work.

6-2 DEFECTIVE MATERIALS

All materials not conforming to the requirements of the Specifications shall be considered as defective and shall be removed from the Work; if in place, they shall be removed by the Contractor at his expense and replaced with acceptable materials. No defective materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure of the Contractor to comply forthwith with any written order of the Owner pursuant to the provisions of this article, the Owner shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due to become due the Contractor.

6-3 TESTING MATERIALS

All materials should be tested and approved by the Engineer before incorporation in the Work. The Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before the materials are incorporated in the Work and the Contractor shall afford such facilities as the Engineer may require for collecting and forwarding samples and making observations.

6-4 SAND, GRAVEL AND CRUSHED STONE

The source of sand, gravel and crushed stone construction shall be approved by the Engineer prior to usage. The approval shall be based upon testing of samples furnished by the Contractor and tested by the Engineer for conformance with Specifications. Approval shall be contingent upon the Contractor using materials on the job, which conform with the samples satisfactorily tested.

6-5 CONCRETE

Samples of concrete used in construction shall be taken by the Contractor and made into test cylinders in conformance with ASTM C31. The Owner shall provide the services of an independent testing laboratory to collect and test the cylinders in conformance with ASTM C39, and furnish a copy of test results to the Engineer. Any concrete, which tests indicate failed to conform to the Specifications, shall be removed and replaced at Contractor's expense. At the option of the Owner, the concrete may be accepted and agreed upon adjustment in payment.

6-6 MISCELLANEOUS MATERIALS

Fittings, valves, castings, hydrants, house service pipes, masonry blocks, bricks, manhole sections or other miscellaneous manufactured materials used in water and sewer construction shall be furnished with the implied guarantee that such materials conform with the requirements of the Specifications. The Engineer reserves the right to require a certified statement from the manufacturer of such materials that the specific materials have been inspected and tested and conform with the Specifications.

6-7 JOB SITE OBSERVATION

Regardless of any tests of materials made at the source, the Contractor shall carefully inspect all materials before installation and reject any materials, which have been damaged or have visible flaws. The Engineer also reserves the right to make such observation, but failure to detect irregularities does not relieve the Contractor of responsibility to remove and replace materials, which are found to be defective after installation.

6-8 STORED MATERIALS

If it is necessary to store materials, they shall be protected in such a manner as to insure the preservation of their quality and fitness for the Work. All stored materials shall be inspected at the time of use in the Work, even though they may have been inspected and approved before being placed in storage. The Contractor may use the right-of-way for storage of materials. If stockpiling is done outside the right-of-way, the additional space required shall be provided by the Contractor at his expense.

6-9 "OR EQUAL" CLAUSE

Whenever, in any of the Contract Documents, an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer, or vendor, the term "or equal", if not inserted shall be implied except where the Proposal provides for alternate bids. The specific article, materials, or equipment mentioned shall be understood as indication of the type function, minimum standard or design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the Contract Documents relative to an Owner's approval of materials and equipment before they are incorporated in the project.

SECTION 7. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

7-1 LAWS TO BE OBSERVED

The Contractor shall at all times observe and comply with all Federal laws, State laws, County laws, local laws, ordinances, and regulations which in any manner affect the conduct of the Work, and all such orders or decrees as exist at the time Bids are advertised, of legislative bodies or tribunals having legal jurisdiction or authority over the work and no plea of misunderstanding or ignorance thereof will be considered. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these laws, ordinances and regulations.

The Contractor shall indemnify and save harmless the Owner, the Engineer, and all of their officers, agents, employees and servants against any claim or liability, including legal fees, arising from or based on the violation of such law, ordinance, regulation, order or decree, whether by themselves or their employees.

7-1.01 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Owner and REL and their respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to attorney's fees, costs and expenses, arising out of or in connection with Contractor's performance of or failure to perform this Agreement, provided that any such claim, damage, loss, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting therefrom, that is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder.

Contractor shall defend, indemnify and hold harmless Owner, REL, and their respective officers, agents and employees from and against all claims, damages, losses, costs and expenses arising out of, relating to, or incurred in connection with the use by Contractor, its officers, agents, subcontractors and employees of any equipment, materials, tools, construction equipment, machinery, and/or motor vehicles owned or leased by Owner. The indemnification provided by this Section shall apply regardless of whether Owner consents to the use of equipment by Contractor.

In the event such indemnity as described above is prohibited by law, then said indemnity shall only be to the extent caused by the negligent acts or omissions of the Contractor, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or to the extent allowed by applicable law.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Contractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Contractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Contractor agrees that a similar waiver of liability limitation will be incorporated in its agreements with subcontractors or anyone directly or indirectly employed by them. Contractor agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said subcontractors and others, then it will be responsible for any additional liability arising out of said failure. The defense and indemnification obligations set forth in this provision shall survive the termination or expiration of this Agreement.

Contractor further agrees that all future contracts in furtherance of this contract between Contractor and any of its subcontractors will designate Owner and REL as intended third party beneficiaries of that contract. Contractor hereby agrees to specifically label Owner and REL as an "intended third party beneficiaries" in all contracts entered in furtherance of this contract.

7-2 INSURANCE REQUIREMENTS

7-2.01 GENERAL

The Contractor and any Subcontractors shall obtain and thereafter keep in force for the term of the contract the insurance coverage specified in 7-2.02 MINIMUM INSURANCE REQUIREMENTS.

The Contractor shall not commence work under the Contract until all the insurance required by this section or any Special Provisions has been obtained. The insurance companies must be authorized to do business in the State of Illinois for Work in Illinois and the State of Indiana for Work in Indiana.

The insurance companies providing coverage shall be rated in the Best's Key Rating Guide with a rating not lower than A- and shall have a financial size category of not less than VII.

The Contractor shall be solely responsible for enforcing compliance with these insurance requirements by all Subcontractors of any tier.

A. PRIMARY INSURANCE

All insurance required of the Contractor shall be specifically endorsed so that it is Primary Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverage, those coverages shall be deemed to be on an excess or contingent basis.

B. NO WAIVER OF INSURANCE REQUIREMENT BY OWNER

Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

1. Allowing work by Contractor or any Subcontractor of any tier to start before receipt of certificates of insurance, endorsements, and other required insurance documents; or
2. Failure to examine, or to demand correction of any deficiency of, any certificate of insurance received.

The Contractor agrees that the obligation to provide insurance is solely the Contractor's responsibility and cannot be waived by any act or omission of the Owner.

C. INSURANCE DOES NOT LIMIT LIABILITY

The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way for damages suffered by Owner (e.g., in excess of policy limits, because of deductibles, or not covered by the policies purchased).

D. NOTIFICATION OF PERSONAL INJURY/PROPERTY DAMAGE

The Contractor shall notify the Owner, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.

7-2.02 MINIMUM INSURANCE REQUIREMENTS

The insurance coverage required of the Contractor and any Subcontractors shall be written for not less than the following, or greater if required by law:

- A. **Workers' Compensation and Occupational Disease Insurance** in accordance with applicable state and federal laws, and Employer's Liability Insurance with a bodily injury per accident limit of liability of at least \$ 500,000, bodily injury by disease limit each employee of \$500,000 and bodily injury by disease policy limit of \$500,000 or such greater sum as may be reasonably required by Owner.

B. Commercial General Liability Insurance provided by ISO form CG 0001 with a combined Bodily Injury and Property Damage limit of at least \$1,000,000 per occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 general aggregate, or such greater sum as may be reasonably required by Owner.

1. Completed Operations and Products liability insurance shall be maintained for a period of 2-years after completion and acceptance of the Project by Owner, or such longer period as may be reasonably required by the Owner.
2. The above policy shall include an endorsement identifying Owner, Robinson Engineering, Ltd, and any other parties as may be reasonably required by Owner or REL as Additional Insured. ISO endorsements CG 2010 and CG 2037 any edition, or equivalent forms, must be used to provide this coverage. Copies of the endorsements must be included with the certificate of insurance as required in paragraph L.
3. Claims-Made coverage triggers are not acceptable to Owner.
4. ISO form CG2503, Designated Construction Project(s) General Aggregate Limit or an equivalent form must be endorsed to the policy and identified on the certificate of insurance. An Owners and Contractors Protective Liability policy can be utilized in lieu of aggregate limits per project, (see 7-2.020 for OCP requirements)
5. The policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy.
6. The policy shall not contain any provision, definition or endorsement which would serve to eliminate third party action over claims.
7. Residential Work exclusions or limitations, in any form, are not acceptable to Contractor.

C. Comprehensive Automobile Liability Insurance covering use of all owned, non-owned and hired vehicles with Bodily Injury and Property Damage limit of at least \$1,000,000 Combined Single Limit, or such greater sum as may be reasonably required by the Owner. This policy shall include coverage for Owner, REL, and any other parties as may be reasonably required by Owner, for liability arising out of the actions of Contractor, whether by endorsement or otherwise.

D. Excess or Umbrella Liability Insurance limits of no less than \$5,000,000 per occurrence for Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability, in excess of the minimum policy limits stated below:

Employer's Liability	\$500,000 / \$500,000 / \$500,000
Commercial General Liability	\$1,000,000 per occurrence
Commercial General Liability	\$2,000,000 general aggregate
Commercial General Liability	\$2,000,000 completed operations aggregate
Comprehensive Auto Liability	\$1,000,000 combined single limit

Excess/Umbrella coverage shall be provided as no less than Follow Form and shall name Owner, REL, and any other parties as may be reasonably required by Owner, as Additional Insured on a Primary and Non-Contributory basis.

E. Pollution Liability in the amount of \$1,000,000 per occurrence and in the aggregate or such sum as may be reasonably required by the Owner. This requirement covers the Contractor's use of, transportation, removal and/or disposal of hazardous materials and/or pollutants. Additionally, this requirement must apply to any disposal site receiving hazardous materials and/or pollutants. Pollution means the actual or alleged discharge, dispersal, release, seepage, migration, growth, or escape of smoke, soot, fumes, acids, alkalis, toxic chemicals, mold, mildew, spores, fungi, microbes, bacterial matter, legionella pneumophila, asbestos, lead, silica, liquids or gases, waste materials, contaminants, or other irritants, into or upon land, the atmosphere, any structure on land, the atmosphere contained within that structure, or any watercourse or body of water, including groundwater. Radioactive matter shall also be considered a pollutant, except as otherwise covered or protected by insurance or protections provided pursuant to 42 U.S.C. § 2014(w), as amended, or Section 170 of the Atomic Energy Act of 1954, as amended.

F. Professional Liability in the amount of \$2,000,000 per occurrence and in the aggregate or such sum as may be reasonably required by the Owner. This requirement covers the Contractor's duties that involve professional architectural, engineering, design or consultation work. Any applicable deductibles and/or retention's must be noted on the Certificate of Insurance. Policy exclusions are not allowed for pollution, including mold, fungi or bacteria including the vapor produced or arising therefrom. Please see the project Special Provisions for the project specific needs of this policy.

- G. *Property and Equipment*** Contractor shall purchase and maintain at its own discretion and expense, Builder's Risk/Installation Floater Insurance in an amount equal to the insurable value of the Contractor's property, whether off site or in transit, to cover any equipment, tools or tangible personal property. Contractor assumes all liability and risks, and agrees to waive all claims against Owner and REL for damage to or loss of equipment, machinery, tools, supplies and other tangible personal property owned or supplied by Contractor and utilized or intended to be utilized during the course of Contractor's Work. Any insurance carried by Contractor covering such damage or loss shall be endorsed with a waiver of subrogation in favor of Owner and REL. Any and all subcontractors agree to assume the same liabilities and risks as Contractor.
- H. *Each of Contractor's*** General Liability, Auto Liability, Pollution Liability, Professional Liability and Excess/Umbrella Liability policies must be endorsed as Primary and Non-Contributory as to any insurance maintained by the Additional Insured(s) and shown on the certificate of insurance.
- I. *An endorsement*** in favor of the Additional Insured(s) waiving the Contractor's and its insurer's rights of subrogation shall be issued with respect to the Commercial General Liability, Comprehensive Auto Liability, Pollution Liability, Professional Liability and Workers' Compensation and Employers Liability policies. Evidence of this endorsement must be noted on the certificate of insurance.
- J. *Self-funded*** or other non-risk transfer insurance mechanisms or deductibles/self-insured retentions greater than \$25,000 per occurrence are not acceptable to Owner on any insurance coverage required in this agreement. If the Contractor has such a program, full disclosure must be made to Owner and REL prior to any consideration being given.
- K. *Any subcontractor*** employed by Contractor shall have equivalent coverage.
- L. *A Certificate of Insurance***, including copies of the Additional Insured endorsements, shall be sent to REL prior to the commencement of any Work (please see the sample attached at the end of Section 7). All Certificates of Insurance and Endorsements verifying the existence of the above required insurance shall be in form and content satisfactory and acceptable to Owner and REL and shall be submitted to REL in a timely manner so as to confirm Contractor's full compliance with these insurance requirements stated herein, throughout the entire term of this Agreement.

Certificates must be sent to: RELcertificates@thehortongroup.com

M. Contractor shall provide written notice via email to RELcertificates@thehortongroup.com of any cancellation notice received by Contractor from any insurer providing insurance as required in this Agreement within two (2) business days of Contractor's receipt of such notice.

N. Permitting Contractor to commence Work prior to REL's receipt of the required certificate shall not be a waiver of the Contractor's obligation to provide all of the above insurance. Acceptance by Owner or REL of insurance submitted by Contractor shall not relieve or decrease in any manner the liability of the Contractor for its performance under this Agreement.

In the event Contractor fails to obtain or maintain any of the foregoing required coverage, the Owner may purchase such coverage and charge the expense thereof to the Contractor, or may terminate this Agreement.

These Insurance provisions are intended to be a separate and distinct obligation on the part of Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not the Indemnity provisions of this Agreement are determined at any time to be enforceable in the jurisdiction in which the Work covered by this Agreement is performed. The obligation of the Contractor to provide the insurance herein specified shall not limit in any way the liability or obligations assumed by the Contractor elsewhere in this Agreement.

In the event Contractor or its insurance carrier(s) defaults on any obligations under this Insurance provision, Contractor agrees that it will be liable for all reasonable expenses and attorneys' fees incurred by Owner in the enforcement of the terms of this provision.

O. Owner's And Contractor's Protective Liability Insurance

If the Contractor is unable or unwilling to provide the required General Liability Additional Insured forms, an Owner's and Contractor's Protective Policy can be purchased as an acceptable alternate; Required limits of insurance;

1. Bodily Injury and Property Damage Combined

\$5,000,000 Each Occurrence

\$10,000,000 Annual Aggregate

2. The Contractor will furnish and maintain during the entire period of construction an Owner's and Contractor's Protective Liability policy written in the name of the Owner and REL with not less than the limits indicated. The named insureds shall be:

- a. Owner
 - b. Robinson Engineering, Ltd.
3. Proof of insurance for the coverages required to be purchased by the Contractor, including the Owner's and Contractor's Protective Policy shall be submitted to REL for transmittal to the Owner for his approval prior to the start of construction. Proof of the Owner's Protective Policy shall consist of providing an entire copy of that policy to REL. With respect to all other coverages required to be purchased by the Contractor, proof of insurance shall consist of a Certificate of Insurance issued by the Contractor's insurance agency.
 4. It is further understood that any insurance maintained or carried by Owner and Robinson Engineering, Ltd. shall be in excess of any coverage provided by any Contractor or Subcontractor.

P. Railroad Protective Insurance will be required by Special Provisions if needed.

Q. Builder's Risk Insurance is not provided by the Owner. The Contractor is responsible for any loss that would be insured by such coverage. On Contracts for construction of buildings, bridges, or other structures, all Builder's Risk coverage may be required by Special Provisions. Such coverage shall name the Owner, Contractor, subcontractors, and suppliers, as their interests may appear as named insureds.

7-3 PERMITS AND LICENSES

The Contractor, prior to commencing work, shall at his own expense procure all permits, licenses, and bonds necessary for the prosecution of the work, required by Municipal, County, State and Federal regulations, unless specifically provided otherwise in the Special Conditions of the Contract.

The Contractor shall also give all notice, pay all fees, and comply with all Federal, State, County and Municipal laws, ordinances, rules and regulations and building and construction codes bearing on the conduct of the Work.

7-4 PATENTS AND ROYALTIES

If any design, device, material or process covered by letters patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner, and shall save harmless the Owner and the Engineer from any and all loss or expense on account thereof, including its use by the Owner.

7-5 STATE AND FEDERAL PARTICIPATION

When the County, State, and/or the Federal Government pays all or any portion of the cost of the Work, the Work shall be subject to the inspection of the appropriate agency.

7-6 SANITARY PROVISIONS

The Contractor shall comply with all rules and regulations of the Federal, State, County, and local health departments, and shall take precautions to avoid creating unsanitary conditions. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-7 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall notify the Owner at least five (5) days in advance of the starting of Work, which might in any way inconvenience or endanger traffic, so that arrangements may be made, if necessary, for closing the road and providing suitable detours. The Contractor shall at all times conduct the Work as to insure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and of residents along the roadway shall be provided for in an adequate and satisfactory manner. (See also 7-9, 7-14 and 8-6.)

If a temporary road is required for the convenience of the general public and/or residents along the roadway, temporary road requirements will not be paid for separately, but will be incidental to the Contract and no extra compensation will be allowed.

7-8 BARRICADES AND WARNING SIGNS

When any section of road is closed to traffic, the Contractor shall provide, erect, and maintain barricades, red flags, signs and lights at each end of the closed section and at all intersecting roads in accordance with the Illinois Manual of Uniform Traffic Control Devices.

If during the progress of the work, it is necessary to provide access to private property along the road, the Contractor shall provide, erect, and maintain within the closed portion of the road, such barricades, signs, flags and lights as may be necessary to protect the Work and to safeguard local traffic.

When traffic is to be permitted to use the road during construction, the Contractor shall protect the work and provide for safe and convenient public travel by providing, erecting, and maintaining such barricades, red flags, and lights as are necessary.

The Contractor's responsibility for the work, as provided in Section 7-15, shall apply, even though barricades, signs, red flags, and lights are installed as required above.

The cost of furnishing and maintaining barricades, warning signs, red flags, and lights as required herein shall be incidental to the Contract and no extra compensation will be allowed. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-9 DEBRIS ON TRAVELED SURFACE OR STRUCTURES

Where the Contractor's equipment is operated on any portion of the traveled surface or structures used by traffic on or adjacent to the section under construction, the Contractor shall clean the traveled surface of all dirt and debris at the end of each day's operation.

The cost of this work shall be included in the unit prices bid and no additional compensation will be allowed. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-10 EQUIPMENT ON TRAVELED SURFACE AND STRUCTURES

The traveled surface and structures on or adjacent to the work shall be protected, from damage by lugs or cleats on treads or wheels of equipment.

All equipment used in the prosecution of the work shall comply with the legal loading limits established by the statutes of the State of Illinois or local regulations when moved over or operated on any traveled surface or structure unless permission in writing has been issued by the Owner. Before using any equipment, which may exceed the legal loading, the Contractor shall secure a permit, allowing ample time for making an analysis of stresses to determine whether or not the proposed loading would be within safe limits. The Owner will not be responsible for any delay in construction operations or for any costs incurred by the Contractor as a result of compliance with the above requirements. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-11 USE OF EXPLOSIVES

When the use of explosives is necessary for the prosecution of the Work, the Contractor shall be governed by the rules and regulations of the Department of Mines and Minerals of the State of Illinois and any local regulations, which govern the use of explosives. The Engineer shall not be responsible for determining whether the Contractor is in compliance with these rules and regulations.

7-12 USE OF FIRE HYDRANTS

If the Contractor desires to use water from hydrants, he shall make application to the proper authorities, and shall conform to the municipal ordinances, rules or regulations concerning their use. Water from

hydrants or other sources shall be at the Contractor's expense unless otherwise provided in the Special Provisions.

Fire hydrants shall be accessible at all times to the Fire Department. No material or other obstructions shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules or regulations, or within ten feet (10') of a fire hydrant, in the absence of such ordinances, rules or regulations.

7-13 PROTECTION AND RESTORATION OF PROPERTY

If corporate or private property interferes with the Work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature or disposition of such property. The Contractor shall furnish the Owner with copies of such notifications and with copies of any agreements between him and the property owners concerning such protection or disposition.

The Contractor shall take all necessary precautions for the protection of corporate or private property, such as walls and foundations of buildings, vaults, underground structures of public utilities, underground drainage facilities, overhead structures of public utilities, trees, shrubbery, crops and fences contiguous to the Work, of which the Contract does not provide for removal. The Contractor shall protect and carefully preserve all official survey monuments, property marks, section markers, and Geological Survey monuments, or other similar monuments, until the Owner or an authorized surveyor or agent has witnessed or otherwise referenced their location or relocation. The Contractor shall take reasonable precautions to avoid disturbing any archeological and other historic remains encountered during construction. The Contractor shall notify the Owner of the presence of an such survey or property monuments or archeological and other historic remains as soon as they are discovered.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from error, neglect, misconduct or omission in his manner or method of execution or non-execution of the Work, or caused by defective Work or the use of unsatisfactory materials, and such responsibility shall not be released until the Work shall have been completed and accepted and the requirements of the Specifications complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall at his own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so, the Owner may, after the expiration of a period of forty-eight (48) hours after giving him notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due the Contractor under his contract.

The Contractor shall remove all mailboxes within the limits of construction, which interfere with construction operations and shall erect them at temporary locations. As soon as construction

operations permit, he shall set the mailboxes at their permanent locations. The Contractor shall replace at his own expense any mailbox or post which has been damaged by his operations.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as incidental to the Contract, unless otherwise specified in the Special Provisions.

7-14 PROTECTION AND RESTORATION OF TRAFFIC SIGNS

Any traffic sign within the limits of construction, which interferes with construction operations, may be removed by the Contractor when authorized by the traffic sign owner. Any traffic sign, which has been removed, shall be re-erected immediately by the Contractor at the temporary location designated by the traffic sign owner, and as soon as construction operations permit, the sign shall be set at its permanent location. The cost of all materials required and all labor necessary to comply with this provision will not be paid for separately, but shall be considered as incidental to the contract.

The Contractor shall replace at his own expense any traffic sign or post which has been damaged due to his operations.

Any traffic sign designated as critical by the traffic sign owner shall not be disturbed and no additional compensation will be allowed the Contractor for any delays, inconvenience, or damage sustained by him due to any special construction methods required in prosecuting his work due to the existence of such traffic signs.

7-15 CONTRACTOR'S RESPONSIBILITY FOR WORK

The Work shall be under the control and care of the Contractor until final acceptance or use or occupancy by the Owner. The Contractor shall assume all responsibility for injury or damage to the Work by action of the elements or from any other cause whatsoever, and shall rebuild, repair, restore, and make good, at his expense, all injuries or damages to the Work, except that when the Work is opened to usage by written order of the Owner, the provisions of this article shall not apply to damage caused by such use and not due to the Contractor's fault or negligence.

When materials are furnished to the Contractor by the Owner for inclusion in the work, the Contractor's responsibility for handling and installation of all such materials shall be the same as for materials furnished by him.

In case of suspension of Work by the Contractor, the Contractor shall be responsible for the Work and shall take such precautions as may be necessary to prevent damage to the Work, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at his expense.

7-16 GUARANTEE PERIOD

The Contractor shall warrant all Work performed for a period of one (1) year from the date of final acceptance in writing by the Engineer. In case of acceptance of a part of the work for use or occupancy prior to final acceptance of the entire Work, the guarantee for the part so accepted shall be for a period of one year from the date of such partial acceptance, in writing, by the Engineer.

In placing orders for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed Work in accordance with the Plans and Specifications, and that the manufacturer will repair or otherwise make good any defects in workmanship or materials which may develop within a period of one (1) year from the date of final acceptance. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time the order for equipment is placed that he will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period, the manufacturer will supply without additional cost to the Owner, such superintendence and mechanical labor and any adjustments and additional parts and labor needed to make the equipment function satisfactorily, even if same was not shown on the approved shop drawings.

7-17 PERSONAL LIABILITY OF OWNER'S AGENTS

In carrying out the provisions of this contract, or in exercising any power or authority granted to the Owner, there shall be no personal liability upon any officer or authorized agent of the Owner provided the Owner is a governmental body, it being understood that all such persons act as agents and representatives of the Owner.

7-18 NO WAIVER OF LEGAL RIGHTS

The Owner and the Engineer shall not be precluded by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the Contract. The Owner shall not be precluded, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and his sureties such damages as if it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the Owner, nor any representative of the Owner, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Owner, shall operate as a waiver of any portion of the Contract, or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

7-19 SAFETY

Contractor shall comply with State and Federal Safety regulations as outlined in latest revision of Federal Construction Safety Standards (Series 1926) and with applicable provisions and regulation of Occupation Safety and Health Administration (OSHA) Standards of the Williams-Steiger Occupational Health and Safety Act of 1970 (rev.). The Engineer shall not be responsible for determining the Contractor's compliance with these regulations.

The Contractor is solely responsible for the safety procedures, programs and methods of its employees, subcontractors of every tier, and agents. Contractor shall hold the Owner and the Engineer harmless for any and all damages resulting from violations thereof.

7-20 USE OF PRIVATE LAND

The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without the written authorization of the owner of the land (or his agent), a copy of which authorization shall be filed with the Owner.

7-21 USE OF WATER

Contractors desiring to use water furnished by the Owner will be required to make application for extension to the proper authorities and conform to the rules and regulations provided in such cases by the municipal ordinances and pay the usual water rates.

7-22 COST OF SERVICES

The Contractor will be required to pay the established water rates for water obtained from the Owner. Large quantities of water for flushing trenches, filling mains, testing or other operations shall be drawn only at night or at times specifically authorized by the Owner.

The cost of all power, lighting and heating required during construction shall be paid by the Contractor and its costs merged in the contract price.

7-23 WORK IN BAD WEATHER

No construction work shall be done during stormy, freezing or inclement weather, except such as can be done satisfactorily, and to secure first-class construction throughout, and then only subject to permission of the Owner.

7-24 SUNDAY WORK

No work shall be performed under these specifications at night or on Sunday and legal holidays without the approval of the Owner. If it is found necessary to continue the work at night or on Sunday or on a legal holiday, the Contractor will be charged for the Engineering and observation at such times at the rate of Seven Hundred Fifty Dollars (\$750.00) per day of eight (8) working hours for each person doing such work on the job, and the amount will be deducted from money due to the Contractor at the time of settlement.

7-25 WATCHMEN

Watchmen are to be provided by the Contractor at the site of the project to prevent loss, damage to property, or accidents.

7-26 CONSTRUCTION DEBRIS

The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years.

EMAIL ALL CERTIFICATES TO RELCERTIFICATES@THEHORTONGROUP.COM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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 YOUR INSURANCE AGENT	CONTACT NAME	
	PHONE (A/C, H/O, Ext.)	FAX (A/C, No.)
INSURED YOUR NAME AND ADDRESS	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: CARRIERS MUST BE RATED	
	INSURER B: A- VII OR BETTER	
	INSURER C:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 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.

INSTR. LTR	TYPE OF INSURANCE	AGGREGATE (INSR. WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	POLICY NUMBER	EFF DATE	EXP DATE	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occ./rental) \$ ANY LIMIT MED EXP (Any one person) \$ ANY LIMIT PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	Y Y	POLICY NUMBER	EFF DATE	EXP DATE	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	Y Y	POLICY NUMBER	EFF DATE	EFF DATE	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	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/A	POLICY NUMBER	EFF DTE	EFF DATE	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	POLLUTION PROFESSIONAL		POLICY NUMBER	EFF DATE	EFF DATE	\$1,000,000/1,000,000 AGG \$1,000,000/2,000,000 AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
REL JOB NUMBER AND PROJECT NAME AND ADDRESS:
Additional Insured with respect to General Liability, Auto Liability and Umbrella/Excess Liability on a primary and noncontributory basis when required by written contract (Owner and Robinson Engineering Ltd) Owner is Certificate Holder. Waiver of Subrogation in favor of listed additional insureds with respect to General Liability, Auto Liability, Umbrella/Excess Liability and Workers' Compensation policies. Additional Insured with respect to General Liability coverage per ISO forms CG2010 and CG2037 or equivalent forms. Umbrella/Excess is on a follow form basis and is primary and non-contributory.

CERTIFICATE HOLDER OWNER	CANCELLATION 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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SECTION 8. PROSECUTION AND PROGRESS

8-1 SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the Owner. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, Work amounting to not less than 50 per cent of the total Contract, except that any items designated in the Contract as "specialty items" may be performed by subcontract and may be deducted from the total Contract price before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts, or transfer of Contract, shall in any case release the Contractor of his liability under the Contract. All transactions of the Owner shall be with the Contractor; subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence.

8-2 PROGRESS SCHEDULE

Promptly after the award of the contract, if requested, the Contractor shall submit to the Owner a satisfactory progress schedule, which shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of days set up on the contract. The progress schedule shall be reviewed and revised periodically as working conditions warrant. The Contractor shall confer with the Owner in regard to the prosecution of the Work in accordance with this schedule. This schedule shall be used as a basis for establishing major construction operations, and for checking progress of the Work.

8-3 PRE-CONSTRUCTION CONFERENCE

Unless the need for a preconstruction conference is waived by the Engineer, the Contractor shall make himself and his representatives available to meet with the Engineer and other representatives of the Owner, prior to the start of construction to discuss scheduling, handling of materials, payments, etc.

8-4 PROSECUTION OF THE WORK

The Contractor shall begin the Work to be performed under the contract not later than ten (10) days after the execution and acceptance of the Contract, unless otherwise provided, but not prior to the execution of the Contract.

8-5 COMPLETION DATE

The Contractor shall complete all Work on or before the stipulated completion date, or on or before a later date determined as specified herein; otherwise, the Owner may proceed to collect liquidated damages described hereinafter.

When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of the public enemy, governmental acts, fires, floods, epidemics, strikes, extraordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes, governmental acts, or acts of God, the time of completion shall be extended in whatever amount is determined by the Owner.

An "Act of God" means an earthquake, flood, cloudburst, cyclone, or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or make preparation in defense against. A rain, windstorm or other natural phenomenon of normal intensity, based on U.S. Weather Bureau reports, for the particular locality and for the particular season of the year in which the work is being prosecuted, shall not be construed as an "Act of God", and no extension of time will be granted for the delays resulting therefrom.

8-6 LIMITATIONS OF OPERATIONS

The Contractor shall conduct his work so as to create a minimum amount of inconvenience to vehicular and pedestrian traffic. At any time when, in the judgment of the Owner, the Contractor has obstructed or closed the road or is carrying on operations on a greater portion of a street than is necessary for the proper prosecution of the Work, the Owner may require the Contractor to finish the section on which Work is in progress before the Work is started on any additional section. (See also Section 7-7).

8-7 SUSPENSION OF WORK

The Owner shall have authority to suspend the Work wholly or in part, for such period of time as he may deem necessary, due to conditions unfavorable for the satisfactory prosecution of the Work, or to conditions which in his opinion warrant such action; or for such time as is necessary by reason of failure on the part of the Contractor to carry out orders given, or to perform any or all provisions of the Contract. No additional compensation will be paid the Contractor because of any costs caused by such suspension, except when the suspension is ordered for reasons not resulting from any act or omission on the part of the Contractor. If it becomes necessary to stop Work for an indefinite period of time, the Contractor shall store all material in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the Work performed, provided suitable drainage of the roadway, and erect temporary structures where necessary. The Contractor shall not suspend Work without written authority from the Owner. (See also Section 7-15).

8-8 DETERMINATION AND EXTENSION OF CONTRACT TIME FOR COMPLETION

When the time for completion of the Work contemplated is specified in the Contract, it is understood that the completion of the Work within the time specified is an essential part of the Contract. If the Contractor finds it impossible to complete the Work within the time specified in the Contract, he may, at

any time prior to the last thirty (30) days of the Contract time specified, make written request to the Owner for an extension of Contract time. He shall set forth in full in his request the reasons, which he believes justify the granting of his request. If the Owner finds that the Work is delayed because of conditions beyond the control of the Contractor, or that the quantities of work done, or to be done, are in excess, he shall promptly grant an extension of time for completion, which appears reasonable and proper. The extended time for completion shall then be considered as in effect the same as if it were the original Contract time for completion.

8-9 FAILURE TO COMPLETE THE WORK ON TIME

Should the Contractor fail to complete the Work within the Contract time the Contractor shall be liable to the Owner in the amount shown in the following schedule of deductions, as liquidated damages, and not as a penalty, for each day of overrun in the Contract time or such extended time as may have been allowed.

SCHEDULE OF DEDUCTIONS FOR EACH DAY OF OVERRUN IN CONTRACT TIME

Original Contract Amount		Daily Charge	
From more than	To and Including	<u>Calendar Day</u>	<u>Work Day</u>
\$ 0	100,000	\$ 475	\$ 675
100,000	500,000	750	1,050
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,275	1,725
3,000,000	6,000,000	1,425	2,000
6,000,000	12,000,000	2,300	3,450
12,000,000	And over	5,800	8,125

8-10 DEFAULT ON CONTRACT

If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the completion of said Work within the Contract time, or shall perform the Work unsuitable, or shall neglect or refuse to remove materials or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, the Owner shall give notice in writing to the Contractor and his surety of such delinquency, said notice to specify the corrective measures required.

If the Contractor, within a period of ten (10) days after said notice, shall not proceed in accordance therewith, the Owner shall have full power and authority to forfeit the rights of the Contractor and at its

option to call upon the surety to complete the Work in accordance with the terms of the contract, or it may take over the Work, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the Work with his own forces, or may enter into a new agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under Contract, shall be deducted from the Contract amount. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under the Contract if it had been completed by the Contractor, the Contractor shall be entitled to receive the difference subject to any claims for liens thereon in case such expense shall exceed the sum which would have been payable under the Contract, the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

8-11 TERMINATION OF THE CONTRACTOR'S RESPONSIBILITY

Whenever the Work called for by the Contract shall have been completely performed on the part of the Contractor and all parts of the Work have been approved and deemed to be in compliance with the Technical Plans and Specifications by the Engineer, according to the Contract, and the final estimate paid, the Contractor's obligations shall be considered fulfilled, except as set forth in his Bond, in Section 7-18 and his one-year guarantee, in Section 7-16.

SECTION 9. MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES

All Work completed under the Contract will be measured by the Engineer according to United States Standard Measures. The method of measurement shall be described in the Specifications or the Special Provisions.

9-2 SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the Work or from action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work until its final acceptance by the Owner; for all risks of every description connected with the prosecution of the Work; also, for all such expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified, or for any infringement of patents, trademarks, or copyrights, and for completing the Work in an acceptable manner according to the Contract Documents.

Contractor will be paid in cash and/or negotiable warrants at intervals, and in accord with the terms of the Contract. Except for subdivision contracts, the Owner will retain ten percent (10%) of each periodic payment until final completion and acceptance by the Owner of all Work included in the Contract.

The payment of any current estimate prior to final acceptance of the Work by the Owner shall in no way constitute an acknowledgment of the acceptance of the Work, nor in any way prejudice or affect the obligation of the Contractor, at his expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the Work under Contract and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections, or damage shall have been discovered on or before the final inspection and acceptance of the Work. Defects, imperfections, or damage, shall be determined by the Engineer observing the work for compliance with the Plans and Specifications, and the Contractor shall be liable to the Owner for failure to correct the same as provided herein.

9-3 INCREASED OR DECREASED QUANTITIES

Whenever the quantity of any item of Work as given in the Proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such item named in the Proposal, except as otherwise provided in Sections 4-3 or in the detailed specifications for each class of Work.

9-4 PAYMENT FOR EXTRA WORK

Extra Work which results from any of the changes as specified in Section 4-3 shall not be started, except in case of an emergency, until receipt of a written authorization or Work order from the Owner, which authorization shall state the items of work to be performed and the method of payment for each item. Work performed without such order will not be paid for.

Extra work will be paid for:

- A. Either at a lump sum price or at unit prices agreed upon by the Contractor and the Owner. (In case a Supplemental Agreement is signed between the Contractor and the Owner, the agreed prices pertaining thereto shall prevail).

- B. If acceptable to the Engineer, on the following force account basis:
 - 1. Labor. The Contractor will be paid the actual amount of wages for all labor and foreman in direct charge of the specific Work for each hour that said labor and foreman are actually engaged in such Work, to which cost shall be added twenty percent (20%) of the sum thereof.

 - 2. Bond, Insurance, Tax, Welfare Fund and other Payments. The Contractor will receive the actual cost of Contractor's bond, public liability and property damage insurance, workmen's compensation insurance, social security tax, welfare fund and other payments, if any, in accordance with agreements applicable to the Contract, required for force account work, to which no percentage shall be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance tax, welfare fund and other payments.

 - 3. Materials. The Contractor will receive the actual cost for all materials which are an integral part of the finished Work, including freight charges as shown by the original receipted bills, to which shall be added fifteen percent (15%) of the sum thereof.

The Contractor will be reimbursed for any materials used in the construction of the Work, such as sheeting, false work, form lumber, curing materials, etc., which are not an integral part of the finished Work. The amount of reimbursement shall be agreed upon in writing before such Work is begun, and no percent shall be added. The salvage value of such materials shall be taken into consideration in the reimbursement agreed upon.

4. Equipment. Machinery and equipment, which the Contractor has on the job for use on contract items, shall be used on extra Work as deemed necessary or desirable. The Contractor will be paid for all machinery and equipment used on extra work in accordance with the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE WITH OPERATING COST" as issued by the Department of Transportation, State of Illinois, for the period that said machinery and equipment are in use on such Work, to which no percent shall be added. In the event that equipment is used which is not included in aforesaid publication, the latest edition of the "Compilation of Nationally Averaged Rental Rates for Construction Equipment" compiled by Equipment Distributors, 615 West 22nd Street, Oak Brook, Illinois 60521, shall be used to determine equipment rental rates and no percent shall be added to the rates indicated in such publication.

9-5 PAYMENT FOR SUBCONTRACTING, EXTRA WORK

Where an authorized subcontractor performs some or all of the Work qualifying as an Extra Work item and compensation is to be based on the terms of paragraph 9-4 (2), the cost of labor, bonds, material and equipment shall be the cost to the subcontractor on these items and an additional allowance to the prime Contractor of five percent (5%) of all costs as determined in paragraph 9-4 (2) shall be made in such instances.

9-6 PARTIAL PAYMENTS

Once each month, the Contractor will make an approximate estimate, in writing, of the materials in place complete, the amount of Work performed, and the value thereof, at the contract unit prices. From the amount so determined of completed work there shall be deducted ten percent (10%) to be retained until after the completion of the entire Work to the satisfaction of the Owner, and the balance certified to the Owner for payment.

In addition, an estimate may, at the discretion of the Owner and upon presentation of receipted bills and freight bills, be made for payment of the value of acceptable non-perishable materials delivered at the Work site or in acceptable storage places and not used at the time of such estimate. The care and storage of such material shall be the Contractor's responsibility. In the absence of receipted bills, an estimate may, at the request of the Contractor and at the discretion of the Owner, be made for payment of the value of materials in acceptable storage places and not used at the time of the estimate, but in such an event payment shall be made of such amounts by a check requiring the endorsement of both the Contractor and materials supplier. Endorsement of such a check by the material supplier shall be construed a waiver of lien for the cost of materials covered by the check. Such materials, when so paid for by the Owner, shall become the property of the Owner, and in the event of default on the part of the Contractor, the Owner may use or cause to be used such materials in the construction of the Work

provided for in the Contract. The amount thus paid by the Owner shall be deducted from estimates due the Contractor as the material is used in the Work.

9-7 ACCEPTANCE AND FINAL PAYMENT

Whenever the Work provided for by the Contract shall have been completely performed on the part of the Contractor, and all parts of the Work have been deemed to be in substantial compliance with the Plans and Specifications by the Engineer and accepted by the Owner, a final estimate showing the value of the Work will be prepared by the Engineer as soon as the necessary measurements and computations can be made, all prior estimates upon which payments have been made being approximate only and subject to correction in the final payment. The amount of this estimate, less any sums that have been deducted or retained under the provisions of the Contract, will be paid to the Contractor as soon as practicable after the final acceptance, provided the Contractor has furnished to the Owner satisfactory evidence that all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished for the purpose of such Work have been paid or that the person or persons to whom the same may be due have consented to such final payment.

Neither the final payment on this contract by the Owner nor any provisions in the contract documents shall relieve the Contractor of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent and period provided by law or within the guarantee period of one (1) year from final acceptance of the work performed under this Contract, whichever is greater, nor of the responsibility of remedying such faulty workmanship and materials.

The acceptance by the Contractor of the final payment shall constitute a release and waiver of all claims by the Contractor except those previously made and still unsettled.

9-8 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS

The Owner may withhold, in addition to retained percentages, from payment to the Contractor, such an amount or amounts as may be necessary to cover:

- A. Payments that may be earned or due for just claims for labor and materials furnished in and about the Work.
- B. For defective Work not remedied.
- C. For failure of the Contractor to make proper payments to his subcontractors.
- D. For reasonable doubt that the contract can be completed for the balance then unpaid.

The Owner will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

The Owner also reserves the right, even after full completion and acceptance of the Work, to refuse payment of the final ten percent (10%) due the Contractor, until it is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

9-9 RELEASE OF CLAIMS AND LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all claims or liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed; but the Contractor may, if a subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify the Owner against any claim or lien (in cases where such payment is not already guaranteed by surety bond). If any claim or lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

DIVISION II

Technical Specifications

EXCAVATION AND CLEANUP

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SECTION 1. EXCAVATION AND BACKFILL FOR UNDERGROUND CONDUITS

1-1 DESCRIPTION

For the purpose of this section, underground conduits shall be considered sewer pipe, water main or any other pipe conduit indicated on the Plans. Wherever the term "pipe" or "pipe line" is used, it shall mean underground conduit.

Excavation and backfill shall include all excavation, backfilling, compacting, disposal of surplus material, restoration of all disturbed surface, and all other work incidental to the construction of trenches, including any additional excavation which may be required for manholes or other structures forming a part of the pipe line.

1-2 CONSTRUCTION DETAILS

1-2.01 SURFACE REMOVAL AND TOPSOIL PRESERVATION

Along the proposed pipe lines as indicated on the Plans, the Contractor shall remove the surface materials only to such widths as will permit a trench to be excavated which will afford sufficient room for proper efficiency and proper construction. Where sidewalks, driveways, pavements and curb and gutter are encountered, care shall be taken to protect such against fracture or disturbance beyond reasonable working limits. In areas specified on the Plans, topsoil suitable for final grading and landscaping shall be piled separately in locations approved by the Owner and preserved so that it may be restored after the remainder of the backfill is replaced.

1-2.02 WIDTH OF EXCAVATION

- A. The bottom width of the trench at and below the top of the pipe and inside the sheeting and bracing, if used, shall be in accordance with Section 550.04 of the Standard Specifications, unless otherwise noted.

Note: The strength or class of pipe shall be as indicated on the Plans.

- B. Trench sheeting and bracing or a trench shield shall be used as required by the rules and regulations of O.S.H.A. The Engineer shall not be responsible for determining whether the contractor is in compliance with this provision. The bottom of the trench excavation shall conform to the details shown on the Plan.
- C. If these trench widths are exceeded without the written permission of the Engineer, the pipe shall be installed with a concrete cradle or with concrete encasement or a stronger pipe than originally specified shall be used as approved by the Engineer.

1-2.03 EXCAVATION BELOW GRADE

In cases where the excavation is carried beyond or below the lines and grades given by the Engineer, the Contractor shall, at his own expense, refill all such excavated space with suitable granular material.

1-2.04 ROCK EXCAVATION

A. GENERAL

Wherever "rock" is used as the name of an excavated material, it shall mean boulders or pieces of rock, concrete, or masonry measuring one-half (1/2) cubic yard or more, hard shale or solid ledge rock and masonry which requires for its removal the continuous use of pneumatic tools or drilling and blasting.

Before payment is allowed for "Rock Excavation", the Contractor shall be required to demonstrate the material cannot be removed "by hand pick" or by power operated excavator or shovel. No payment will be made for Rock Excavation unless air tools or explosives were used by the Contractor. No payment will be made for "Rock Excavation" unless the Engineer approves such payment in writing in advance upon being satisfied that the material meets the above criteria.

B. MEASUREMENT FOR PAYMENT

Where "Rock Excavation" is to be measured for payment, quantities will be determined by the Engineer. Rock required to be removed shall be computed by the cubic yard. Width for pay purposes shall be the measured width of rock removed, but shall not exceed the width specified in Section 550.04 of the Standard Specifications, plus any sheeting and bracing if required. Depth for pay purposes shall be the difference in elevation between the top and bottom of the rock as determined by the Engineer. Where rock is encountered in the bottom of the trench, the maximum depth for payment purposes will be six inches (6") below the bottom of the pipe. Where the proposal does not contain a pay item for "Rock Excavation", the additional cost of rock removal as defined by the specifications shall be paid on extra work basis. (Division I, Section 9-4).

C. PAYMENT

Payment shall be made at the Contract unit price per cubic yard of "Rock Excavation". These prices shall be full compensation for furnishing all materials; for all preparation, excavation and disposal of rock; and for all labor, equipment, tools and incidentals necessary to complete the item.

1-2.05 SUBSURFACE EXPLORATION

All information available to the Owner, if any, on subsurface exploration will be made available for examination by prospective Bidders. However, it is understood and agreed that the Owner shall in no way be held responsible for interpretation of this information, its accuracy or its thoroughness. Prospective Bidders shall make such subsurface explorations as they believe necessary to verify and supplement information received from the Owner.

1-2.06 EXPLORATORY EXCAVATION

A. GENERAL

Whenever, in the opinion of the Engineer, it is necessary to explore an excavate in advance of the Work to determine the best line and grade for the construction of the proposed pipe line, the Contractor shall make explorations and excavations for such purposes.

B. PAYMENT

The cost of such excavation will be paid at the contract unit price per foot for "Exploration Trench", or if no Bid Item is included, on an extra work basis.

1-2.07 BRACED AND SHEETED TRENCHES

A. GENERAL

Open-cut trenches shall be sheeted and braced or otherwise protected as required by any governing Federal or State laws and municipal ordinances, and as may be necessary to protect life, property, or the Work. In any event, the minimum protection shall conform to the recommendations in the Occupational Safety and Health Act Standards for Construction (OSHA). A sand box or trench shield may be used in lieu of sheeting as permitted by OSHA. When close-sheeting is used, it shall be so driven as to prevent adjacent soil from entering the trench either below or through such sheeting. Tight sheeting shall be used in that portion of the excavation in or along state and county highways below the intersection of a 1 to 1 slope line from the nearest face of the excavation to the edge of the pavement.

Where sheeting and bracing are used, the trench width shall be increased accordingly. The sheeting will be driven to the full depth of work, or to a depth where the soil has the stability necessary to meet the OSHA standards, whichever is lower. The shallower depth of required sheeting may be established by soil boring and analysis, to be performed at the Contractor's sole cost. The owner shall have the right of consent in the selection of the soils engineer for the sampling and analysis. This provision shall not relieve the contractor, in any degree, from his responsibilities under the contract.

Sheeting and bracing, which are required to be left in place shall be cut off at the specified elevation. Trench bracing, except that specified to be left in place, may be removed when the backfilling reaches the said bracing's level. All sheeting except that required to be left in place may be removed as the excavation is refilled, in such a manner as to avoid bank cave-in(s) or disturbance to the adjacent area(s) or structure(s). The voids left by the withdrawal of the sheeting shall be carefully filled by jetting, vibrating, ramming or other satisfactory means.

B. PAYMENT

Payment for sheeting and bracing, and all other Work incidental to sheeting and bracing, shall not be made separately but shall be included in the Contract price for the pipe size, except when ordered left in place.

Payment for timber sheeting left in place when shown on the plans or directed by the Engineer shall be made at the Contract unit price per 1,000 board feet of "Timber Sheeting Left in Place."

Payment for steel sheet piling when specified shall be made at the Contract unit price per square foot for "Steel Sheet Piling."

Payment for steel sheet piling left in place when shown on the plans or directed by the Engineer shall be made at the Contract unit price per square foot for "Steel Sheet Piling Left in Place."

1-2.08 TRENCHES WITH SLOPING SIDES, LIMITED

The Contractor may, at his option, where working conditions and right-of-way permit, excavate pipe line trenches with sloping sides, but with the following limitations:

- A. In general, only braced and vertical trenches will be permitted in traveled streets, alleys or narrow easements.
- B. Where trenches with sloping sides are permitted, the slopes shall not extend below the top of the pipe, and trench excavations below this point shall be made with vertical sides with widths not exceeding those specified hereinbefore for the various sizes of pipe.

1-2.09 SHORT TUNNELS

In some instances, trees, fire hydrants, sidewalks and other obstructions may be encountered, the proximity of which may be a hindrance to open-cut excavation. In such cases, the Contractor shall excavate by means of short tunnels in order to protect such obstructions against damage. Where such obstructions are shown on the Plans, short tunnel work shall be considered incidental to the construction of the pipe line and shall not be grounds for extra payment or payment for tunnel work. Where such obstructions are not shown on the Plans, payment will be at the Contract unit price or as extra work in accordance with Division I, Section 9-4.

1-2.10 PILING EXCAVATION MATERIAL

All excavated material shall be stockpiled to avoid obstructing streets, sidewalks and driveways. Excavated material suitable for backfilling shall be stockpiled separately on the site. No material shall be placed closer than 2'0" to the edge of an excavation. Fire hydrants under pressure, valve pit covers, valve boxes, curb top boxes, or other utility controls shall be left unobstructed and accessible until the Work is completed. Gutters shall be kept clear or other satisfactory provisions made for street drainage. Natural watercourses shall not be obstructed or polluted. Surplus material and excavated material unsuitable for backfilling shall be transported and disposed of off the site in disposal areas obtained by the Contractor.

1-2.11 REMOVAL OF WATER

The Contractor shall at all times during construction provide and maintain ample means and devices with which to promptly remove and properly dispose of all water entering the excavations or other parts of the Work until all Work to be performed therein has been completed. No sanitary sewer shall be used for disposal of trench water, unless specifically approved by the Engineer and then only if the trench water does not ultimately arrive at existing pumping or sewage treatment facilities. No water containing settle able solids shall be discharged into storm sewers.

1-2.12 BLASTING

Blasting for excavation will be permitted only after securing the approval of the Owner and only when proper precautions are taken for the protections of persons and property. The hours of blasting will be reviewed by the Owner. Any damage caused by blasting shall be repaired by the Contractor at his expense. The Contractor's methods of procedure in blasting shall conform to Federal and State laws and municipal ordinances and O.S.H.A. rules and regulations. The Engineer shall not be responsible for determining whether the contractor is in compliance with these rules and regulations.

1-2.13 SAFETY

A. BARRICADES, GUARDS AND SAFETY PROVISIONS

To protect persons from injury and to avoid property damage, adequate barricades, construction signs, lights and guards as required shall be placed and maintained by the Contractor at his expense during the progress of the construction Work and until it is safe for traffic to use the roads and streets. All material piles, equipment and pipe which may serve as obstructions to traffic shall be enclosed by fences or barricades and shall be protected by proper lights when the visibility is poor. The rules and regulations of O.S.H.A. and appropriate authorities respecting safety provisions shall be observed. The Engineer shall not be responsible for determining whether the contractor is in compliance with these rules and regulations.

B. STRUCTURE PROTECTION

Temporary support, adequate protection and maintenance of all underground and surface structures, drains, sewers and other obstructions encountered in the progress of the Work shall be furnished to the Contractor at his expense. Any structures which may have been disturbed shall be restored upon completion of the Work.

C. PROTECTION OF PROPERTY AND SURFACE STRUCTURES

Trees, shrubbery, fences, poles and all other property and surface structures shall be protected during construction operations unless their removal for purposes of construction is authorized by the Engineer. Any fences, poles, or other man-made surface improvements which are moved or disturbed by the Contractor shall be restored to the original conditions, after construction is completed, at the Contractor's expense. Any trees, shrubbery or other vegetation which are approved for removal or ordered for removal by the Engineer in order to facilitate construction operations shall be removed completely, including stumps and roots, by the Contractor. Responsibility for any damage or claims for damage caused by construction operations to shrubbery or other landscape improvements which were not authorized for removal by the Engineer shall be assumed by the Contractor.

1-2.14 DEVIATIONS OCCASIONED BY STRUCTURES OR UTILITIES

Wherever obstructions are encountered during the progress of the Work and interfere to such an extent that an alteration in the plan is required, the Engineer shall have the authority to change the Plans and order a deviation from the line and grade or arrange with the owners of the structures for the removal, relocation or reconstruction of the obstructions. Where gas, water, telephone, electrical, hot water, steam, or other existing utilities are an impediment to the vertical or horizontal alignment of the proposed pipe line, the Engineer shall order a change in grade or alignment or shall direct the Contractor to arrange with the owners of the utilities for their removal.

1-2.15 INTERRUPTION TO UTILITIES

The Contractor shall proceed with caution in the excavation and preparation of the trench so that the exact location of underground structures may be determined. Prior to proceeding with trench excavation, the Contractor shall contact all utility companies in the area to aid in locating their underground services.

The Contractor shall take all reasonable precautions against damage to existing utilities. However, in the event of a break in an existing water main, gas main, sewer or underground cable, he shall immediately notify the responsible official of the organization operating the utility interrupted. The Contractor shall lend all possible assistance in restoring services and shall assume all cost, charges, or claims connected with the interruption and repair of such services if the location of said utility was marked by the owner thereof prior to excavation.

1-2.16 MAINTENANCE OF TRAFFIC AND CLOSING OF STREETS

The Contractor shall carry on the Work in a manner which will cause a minimum of interruption to traffic, and may close to through travel not more than two consecutive blocks, including the cross street intersected. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways. The Contractor shall post suitable signs indicating that a street is closed and necessary detour signs for the proper maintenance of traffic. Prior to closing of any streets, the Contractor shall notify responsible municipal authorities at least five (5) days in advance of the starting of the Work, unless otherwise approved by the municipality.

1-2.17 CONSTRUCTION IN EASEMENTS

In easements across private property, the Contractor shall confine all operations in the easement area and shall be responsible and liable for all damage outside of the easement area. Trees, fences, shrubbery or other type of surface improvements located in the easements will require protection during construction. The provisions of Section 1-2.14C above shall apply to all easement areas as well as to public right-of-way. Precautions shall be taken by adequate sheeting or other approved method to prevent any cave-in or subsidence beyond the easement limits or damage to improvements within the easement. In general, the easement area is intended to provide reasonable access and working area for efficient operation by the Contractor. Where easement space for efficient operation is not provided, the Contractor shall be responsible for organizing his operations to perform within the restrictions shown on the Plans. The Owner shall make available to the Contractor a copy of the construction easements.

1-2.18 UNDERGROUND CONDUIT CONSTRUCTED IN TUNNEL

A. GENERAL

Where shown on the plans or where specifically authorized by the Engineer, pipe lines shall be constructed in tunnel. This work will be made in accordance with requirements of any permits obtained by the Owner from railroads or state or county highway departments for tunnel work or in accordance with the following paragraph.

B. MATERIALS

Pipe materials shall be as shown on the Plans or as described in the Special Provisions.

C. EXCAVATION AND LAYING

Requirements for excavation and laying and for joints shall be those applicable for the type of pipe line involved, unless otherwise specified.

Before starting excavations for tunnel shafts or jacking or augering pits, the Contractor shall submit drawings of proposed sheeting and bracing arrangements which have been prepared, signed and sealed by a structural Engineer registered in the State of Illinois for Work in Illinois and by a structural Engineer registered in the State of Indiana for Work in Indiana.

An adequate ventilation system shall be provided to properly ventilate all parts of the tunnel.

D. METHODS OF CONSTRUCTION

1. The tunnel shall be only of sufficient width and height to provide free working space. The sides and roof of the tunnel shall be braced sufficiently to support the external loads and to prevent caving, bulging, and settlement of the earth.
2. The Contractor shall backfill all tunnels with well compacted sand, fine gravel or stone screenings as rapidly as the conditions permit.
3. The backfill material shall be deposited in the tunnel in such a manner as not to injure or disturb the pipe. The filling of the tunnel shall be carried on simultaneously on both sides of the pipe in such a manner that injurious side pressures do not occur. Special care shall be taken to compact the backfill under the haunches of the pipe. The remainder of the tunnel, or such portion of the remainder as may be possible, shall then be backfilled by one of the following methods, at the option of the Contractor.
 - a. The material shall be deposited in uniform layers not to exceed twelve inches (12") thick (loose measure) and such layer either inundated or deposited in water.

- b. The tunnel shall be backfilled with loose material or only partly backfilled at a time, if necessary, and settlement secured in either case by introducing water through holes jetted into the material to a point approximately two feet (2') above the top of the pipe.
4. If neither of the above methods is practicable or can be used for only a portion of the backfill, the remainder of the tunnel shall be completely backfilled with material carefully deposited in uniform layers and each layer compacted by ramming or tamping with appropriate tools.
5. When sheeting and bracing have been used, sufficient bracing shall be left across the trench as the backfilling progresses to hold the sides and top firmly in place without caving or settlement before the backfilling has been placed. This bracing may be removed as soon as practicable.
6. Any depressions which may develop within the area involved in the construction operations due to settlement of the backfilling material shall be filled.

E. USE OF CASING PIPE

The Contractor may use metal casing pipe as a tunnel liner in place of timber shoring for tunnel sections. The design data for such pipe, including, but not necessarily limited to, the diameter, gauge, type of pipe, method of placing and installation will be submitted for the owner's review. The void space between tunnel liners or casing pipe and the carrier pipe shall be filled with compacted sand or other approved material.

F. JACKING OR BORING OF PIPE

The Contractor may, subject to the approval of the Owner, use special cast iron or specially designed reinforced concrete jacking pipe jacked and/or bored into position with or without tunnel liners, for tunneled sections pipe.

G. MEASUREMENT AND PAYMENT

Underground conduit constructed in tunnel will be paid for at the unit prices Bid for "Underground Conduit Constructed in Tunnel" for the various type and sizes for the actual length of tunnel Work. Payment shall include all labor, materials and equipment necessary to construct the conduit and tunnel, complete in place, including excavation and backfill, shoring and bracing, furnishing and laying casing pipe where required and carrier pipe, and all other Work necessary for a complete installation.

1-2-19 SANITARY SEWERS

A. GENERAL

The methods of excavating and backfilling sanitary sewer pipe shall be in compliance with the latest edition of the Illinois Department of Transportation, "Standard Specifications for Road and Bridge Construction", and the Metropolitan Water Reclamation District of Greater Chicago, "Manual of Procedure", latest revision. Where there is a conflict of these specifications, the MWRDGC, "Manual of Procedure" shall be used.

B. MATERIAL

Pipe material shall be as shown on the Plans or as described in the Special Provisions. No substitution of material shall be made without written approval from the Owner.

C. EXCAVATION AND BEDDING

The trench shall be excavated to an elevation to allow for the following bedding.

Bedding, other than concrete embedment, shall consist of gravel, crushed gravel, crushed stone or crushed slag, 1/4" to 1" in size. As a minimum, the material shall conform to the requirements of Article 1004.01 of the State Specifications or ASTM Designation C-33. The gradation shall conform to Section 1004, gradation CA 11 or CA 13 or to ASTM Gradation No. 67. The pipe shall be laid so that it will be uniformly supported and the entire length of the pipe barrel will have full bearing. No blocking of any kind shall be used to adjust the pipe to grade except when used with embedment concrete. Bedding shall be required for all sewer construction, except ductile iron pipe, and shall be of a thickness equal to 1/4 of the outside diameter of the sewer pipe with a maximum thickness of eight inches (8") but shall not be less than four inches (4").

Where unsuitable material is encountered at the grade established, all such unsuitable soil shall be removed under the pipe and for the width of the trench, and shall be replaced with well compacted bedding material, to the satisfaction of the Engineer.

Where rock is encountered, it shall be removed below grade and replaced with a cushion of well compacted bedding material having a thickness under the pipe of not less than eight inches (8").

The cost of furnishing, placing and compacting bedding material will be considered as incidental work and no additional compensation will be allowed.

D. BACKFILLING

The backfilling of the sanitary sewer pipe trench shall be the same as for storm sewer pipe described in Section 550.07 of the Standard Specifications.

E. METHOD OF MEASUREMENT

The method of measurement shall be the same as for storm sewer pipe described in Section 550.09 of the Standard Specifications except measurements will be made to the center of manholes.

F. BASIS OF PAYMENT

This work will be paid for at the Contract unit price per foot for "Sanitary Sewer" of the type and diameter specified and measured as specified.

"Trench Backfill", when specified, will be measured and paid for at the Contract unit price per foot unless otherwise stated in the Special Provisions or contract documents.

1-2.20 WATER MAINS

A. GENERAL

The method of excavating and backfilling water mains shall be in compliance with the latest edition of the Illinois Department of Transportation, "Standard Specifications for Road and Bridge Construction," and those below.

B. MATERIAL

Pipe material shall be as shown on the Plans or as described in the Special Provisions. No substitution of material shall be made without written approval of the Owner.

C. EXCAVATION AND BEDDING

The trench shall be excavated to an elevation to allow the minimum cover over the pipe as called for on the plans. Provision must be made by the Contractor to allow for any future cuts to be made to the ground over the pipe to assure that the minimum cover is maintained.

Bedding as described in Section 1-2.21C for sanitary sewers shall be required for all water mains, except ductile iron pipe that requires no bedding. The method of bedding for unsuitable material and where rock is encountered shall also comply with the conditions of that Section.

The cost of furnishing, placing and compacting bedding material will be considered as incidental work and no additional compensation will be allowed.

D. BACKFILLING

The backfilling of the water main pipe shall be the same as for storm sewer pipe as described in Section 550.07 of the Standard Specifications except that the moist fine aggregate backfill to the elevation of the center of the pipe will not be required for ductile iron pipe. For PVC or any other type of pipe, the moist fine aggregate shall be

brought to a level 12" above the top of the pipe and it shall be compacted as described in that Section.

E. METHOD OF MEASUREMENT

"Water main" pipe of the different types and diameters will be measured by the lineal foot in place.

Unless they are listed as separate Bid items, the water main item shall include all fittings required and all other material, except trench backfill within the specified trench.

F. BASIS OF PAYMENT

This work will be paid for at the Contract unit price per lineal foot for "Water main" of the type and diameter specified and measured as specified.

"Trench Backfill", when specified, will be measured and paid for at the Contract unit price per foot, unless otherwise specified in the special provisions or contract documents.

SECTION 2. RESTORATION OF SURFACES

2-1 GENERAL

Restoration of surfaces shall include the removal of the existing surface, the disposal of surplus material, and the construction of new surfaces as indicated on the plans or Special Provisions. The type of surface restoration required shall be shown on the Plans or described in the Special Provisions.

2-2 CONSTRUCTION DETAILS

2-2.01 TEMPORARY SURFACE OVER TRENCH

Wherever conduits are constructed under traveled roadways, driveways, sidewalks, or other traveled surfaces, a temporary surface shall be placed over the top of the trench as soon as possible after compaction, as specified above, has been satisfactorily completed. The temporary surface shall consist of a minimum of six inches (6") of coarse aggregate conforming to the current specifications of the State Specifications for Grade No. CA-9 or CA-10. The top of the temporary surface shall be smooth and meet the grade of the adjacent undisturbed surface. The temporary surface shall be maintained at the Contractor's expense until final restoration of the street surface is completed, unless specific items for temporary aggregate is specified. No permanent restoration of street surface shall be initiated until authorized by the Engineer.

2-2.02 REMOVAL OF PAVEMENT, SIDEWALK, DRIVEWAY AND CURB

Wherever the pipe is located along or across an improved surface, the width of the trench shall be held as nearly as possible to the maximum width specified in Section 1-2.02. Where brick or concrete pavement, sidewalk, driveway or curbing is cut, the width of the cut shall exceed the actual width of the top of the trench by twelve inches (12") on each side or a total of two feet (2'). Exposed surfaces of portland cement or asphaltic concrete shall be cut with a pavement saw before breaking. Care shall be taken in cutting to insure that a straight joint is sawed.

2-2.03 REPLACEMENT OF PERMANENT TYPE PAVEMENT, SIDEWALKS, DRIVEWAYS, CURBS, GUTTERS AND STRUCTURES.

The Contractor shall restore (unless otherwise specified or ordered by the Engineer) all permanent type pavements, sidewalks, driveways, curbs, gutters, shrubbery, fences, poles and other property and surface structures removed or disturbed during or as a result of construction operations to a condition which is equal in appearance and quality to the condition that existed before the Work began. The surface of all improvements shall be constructed of the same material and match in appearance the surface of the improvement which was removed. Where trench backfill is used, the restoration shall be made as soon as possible after jetting of the backfill has been completed.

2-2.04 REPLACING EXISTING TEMPORARY STREET AND ALLEY SURFACES

A. GENERAL

For the purpose of this specification, all existing street and alley surfaces shall be considered temporary except:

(1) concrete or brick pavements; (2) an asphaltic concrete or a bituminous treated surface over a soil cement, concrete, crushed stone or selected gravel base. Specifically included as temporary street surfaces, shall be compacted earth, cinders, shale, mixtures of gravel and earth or crushed stone and earth, whether or not these respective materials are further stabilized by road oil or bituminous surface treatment. This work should not be confused with Temporary Surface Over Trench as specified in Section 2-2.01.

Where conduits are constructed under temporary street or alley surfaces, or where such surfaces are used for the placement of backfill material or are disturbed by construction operations, the Contractor shall reconstruct, by grading and shaping, the entire width of roadway, and any drainage facilities which may have existed, to the original condition at the Contractor's expense, including that portion within the specified trench width where removal and restoration is paid for under a separate payment item.

Where, in the opinion of the Engineer, the conduit is located in the traveled portion of the temporary street or alley traveled surface, a new temporary surface shall be constructed over the trench, as specified in Section 2-2.01 of this Division. After this surface has been placed, it shall be maintained by the Contractor until final restoration is authorized. Just prior to final restoration, the entire width of the street to be restored shall be scarified. For final surface restoration, the Contractor shall apply a bituminous treatment to the entire width of the traveled surface, as ordered by the Engineer. The bituminous treatment shall consist of the application of a bituminous prime coat and a bituminous surface treatment corresponding to the materials and construction methods described in the State Specifications for bituminous surface treatment, Class A-1, A-2, or A-3 as specified, or shown in the bid items.

The Engineer reserves the right to order the omission of Bituminous Surface Treatment in any locations where such omission may be, in his opinion, in the public interest.

B. MEASUREMENT

Measurement for purposes of payment shall be computed by using the actual length and width of surface to which treatment is applied, in accordance with these Specifications.

C. PAYMENT

The cost of final restoration of the surface shall be paid for at the contract unit price per foot, unless so stated in the Special Provisions or for all State of Illinois projects, for "Bituminous Surface Treatment", of the type specified. Such price shall include the cost of all labor and materials necessary to provide the bituminous treatment as specified.

2-2.05 DISPOSAL OF SURPLUS EXCAVATED MATERIAL

Surplus excavated material not needed for backfill shall be promptly removed from the site to locations provided by the Contractor. The cost of removal and disposal of surplus excavated materials will be included in the respective unit prices for pipeline or conduit construction and no additional payment will be allowed therefor.

2-2.06 CLEANING UP

All surplus materials and all tools and temporary structures shall be removed from the site by the Contractor. All dirt, rubbish and excess earth from the excavation shall be hauled to a dump provided by the Contractor and the construction site left clean and acceptable to the Owner at the earliest possible date.

SECTION 3. FINISHING AND CLEAN UP FOR UNDERGROUND CONDUITS

3-1 CLEAN UP

Before acceptance of underground conduits construction, all pipes, manholes, catch basins, fire hydrants and other appurtenances shall be cleaned of all debris and foreign material.

After all backfill has been completed, the ground surface shall be shaped to conform to the contour of adjacent surfaces. General clean up of the entire construction area shall otherwise conform to applicable requirements specified.

SPECIAL PROVISIONS

**SPECIAL PROVISIONS
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**FY20 – CAPITAL IMPROVEMENT PROJECT – STREET RESURFACING PROGRAM
SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016; the latest editions of the "Supplemental Specifications and Interim Special Provisions" and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways"; the "Manual of Test Procedures for Materials" in effect on the date of the invitation for bids; the "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition; the Division I General Requirements and Covenants, and the Division II Technical Specifications which apply to and govern the proposed improvement, and in case of conflict with any part, or parts, of said specifications, the said special provisions shall take precedence and shall govern.

However, in all cases, the Division I. General Requirement and Covenants of the specifications shall take precedence over the Division 100 General Requirements and Covenants of the Standard Specifications for Road and Bridge Construction and shall govern.

LOCATION OF PROJECT

This contract shall consist of general maintenance work throughout the City of Wood Dale. Following is the list of locations where this work shall occur:

Street Name	From	To	Approximate Length
N Edgewood Avenue	Stoneham Street	Elmhurst Street	730 Linear Feet
Walnut Avenue	Front Street	Stoneham Street	1,180 Linear Feet
E Commercial Street	Walnut Avenue	East City Limits	3,580 Linear Feet
Various	Pavement Patching and Curb and Gutter Removal and Replacement		

All streets are within the City of Wood Dale, Illinois, for a total of 5,490 feet (1.04 miles).

SCOPE OF WORK

This project is a general maintenance project and the work to be performed under this contract includes, but is not limited to HMA asphalt surface removal, resurfacing with leveling binder, binder, and HMA surface courses, sidewalk removal and replacement, driveway pavement removal and replacement, pavement patching, curb and gutter removal and replacement, drainage structure adjustments, placement of thermoplastic pavement markings and all incidental and collateral work necessary to complete the project as described herein.

The location of the work to be performed shall be as marked in the field by the Engineer. The exact locations of hot-mix asphalt surface removal, pavement patching, sidewalk removal and replacement and curb and gutter removal and replacement shall be provided during construction by the Engineer.

The owner reserves the right to increase or decrease this scope at its discretion with no additional compensation to the contractor for this change in the scope. It is hereby understood and agreed that the contract unit prices shall prevail throughout the contract, and that no adjustment to unit prices will be allowed for an increase or decrease to the contract quantities.

PREQUALIFICATION

The Contractor shall have sufficient experience, as determined by the Owner and his representatives, in the field of road resurfacing and reconstruction to warrant release of the bid documents. The Contractor shall provide such documentation as is deemed necessary upon request. The Contractor shall submit a current IDOT Prequalification and/or the Robinson Engineering Prequalification Statement which will be reviewed by the Engineer prior to release of the bid documents. If this information is not satisfactorily completed, the bid documents shall be withheld.

MATERIAL INSPECTION – REPORTS

All materials incorporated in this contract are to be inspected according to the Project Procedures Guidelines (PPG) and the process and frequency of testing under the QC/QA specifications.

The Contractor shall be responsible for QC testing of these materials with the Engineer being notified at least forty-eight (48) hours in advance of the placement of any of these materials. The Local Agency shall be responsible for the QA testing of these materials on the job and at the plant per article 1030 of the Standard Specifications. Please note that the Contractor is required to submit a QC plan to the Engineer for approval per the referenced specifications.

All concrete materials incorporated in this contract are to be inspected according to the BDE Special Provision for Quality Control/Quality Assurance of Concrete Mixtures. Please note that the Contractor is required to submit a QC plan to the Engineer for approval per the referenced specifications.

The contractor shall coordinate his work operations with the engineer to assure that the testing agencies can provide proper and sufficient notice to schedule their work. Also, all QC documentation is to be submitted to the Engineer, immediately following completion of this project. Five percent (5%) of the final contract amount due the Contractor will be withheld pending receipt of all documentation and approval of the Engineer's Final Payment Estimate.

SAW CUT JOINTS

The removal and/or replacement of any driveways, pavement, curb, sidewalk, etc. shall be accomplished by means of a saw cut joint, at the direction of the Engineer. This work will not be paid for separately, but shall be included in the unit price bid for the various items.

EXECUTION OF THE CONTRACT

In addition to Section 3-5 of the Division 1 General Requirements and Covenants, The Successful Bidder will also receive a contract document from the City. It will need to be filled out and signed within fifteen (15) days of the notice to proceed.

PERIODIC AND FINAL CLEANUP

The second sentence of Section 4-4 of the Division 1 General Requirements and Covenants shall be amended to read: "Upon failure to do so within three (3) working days after receipt of written request from the Owner, the Work may be done by the Owner and the cost thereof be charged to the Contractor and be deducted from his Contract price."

UTILITIES

The following shall be in addition to Section 5-5 of the Division 1 General Requirements and Covenants: "Utility delays because the contractor did not proactively recognize utility conflicts will not be a reason for contract extension."

GUARANTEE & MAINTENANCE BOND

This warranty shall guarantee all work on this project for a period of two (2) years from the date of written acceptance by the Owner. Prior to final payment being issued by the City, a Maintenance Bond, in a form satisfactory to the City, which guarantees all work, materials and workmanship (generally referred to as work) shall be provided. The maintenance bond shall be in the amount of 10% of the final construction cost or \$50,000, whichever is greater, to guarantee Contractor's warranty to repair defective work.

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

The cost for the Guarantee & Maintenance Bond shall be paid for at the LUMP SUM price bid.

A copy of the Maintenance Bond will be required to be submitted prior to Final Payment to the Contractor.

VIDEO OF CONSTRUCTION ROUTE

Prior to the start of any construction, the Contractor shall video record the area of the construction route. The video recording shall be supplied on a DVD-ROM Disc, for playback in a standard DVD player, and viewing on a television or computer. The Contractor shall supply the Engineer with two (2) copies of the DVD prior to starting construction. The video recording shall include the following:

- | | | |
|--------------------|---------------------------|--------------------|
| Full Right-of-Way | Parkway Condition | Shoulder Condition |
| Curb Condition | Driveway Condition | Existing Manholes |
| Pavement Condition | Trees and Landscape Areas | Sidewalk Condition |
| Fences | | |

The Contractor shall also narrate the video recording with reference to the location (station or address) the video recording is being produced from. The video recordings shall also supply a continuous audio record of the location (preferably with address), all anticipated problem areas, items, and features for the complete area to be affected by the construction.

The format of recording and type of recording used shall remain the same throughout the project. The video recording shall produce a clear, stable image with a resolution of not less than 480i. When the recorded information is replayed and reviewed, it shall be free of electrical interference.

The audio portion of the composite signal shall be sufficiently free of electrical interference, background noise, and heavy foreign or regional accents to provide an oral report that is clear and complete and easily discernible. The audio portion of the video recording report shall be recorded by the operating technician as they are being produced and shall include references to the street address and type of construction to be performed at the site as specified in the plans. Audio comments pertaining to special circumstances, which may arise during the excavation, shall also be included. Dubbing the audio information onto the video tract after the video recording is completed will not be permitted.

DVD's shall be enclosed in plastic containers, which shall clearly indicate the date the DVD was taken, the designated section(s) of construction contained on the DVD, and the label "CITY OF WOOD DALE – FY120-CAPITAL IMPROVEMENT PROJECT-STREET RESURFACING PROGRAM (Project #18-R0426.02)".

The surface condition of excavated areas after final restoration shall be the same or better than the pre-construction site conditions as shown in the video. The cost of video and log preparation shall not be compensated for separately, but shall be considered included in the unit price bid of various contract items.

INSURANCE COVERAGE

The Insurance Requirements can be found in Section 7 of the General Requirements "Legal Relations and Responsibility to the Public". The Contractor and any Subcontractors shall obtain and thereafter keep in force for the term of the contract the insurance coverage specified in this section. The Contractor shall not commence work under the Contract until all the insurance required by this section or any Special Provision has been obtained.

Section 7-2.02F Professional Liability **WILL NOT** be required as part of this project.

PREFERENCE TO VETERANS

Attention is called to assure compliance with Illinois Revised State Chapter 126 Section 23. Preference to veterans upon public works: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the state, or by any political subdivision thereof, preference shall be given to persons who were engaged in the military or naval service of the United States in time of war."

WAGE RATES

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics

performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. **Prevailing wage rates are not contained in this bid packet.** For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

PUBLIC CONSTRUCTION ACT, 30 ILCS 557/1

Public Construction Act 30 ILCS 557/1 shall be applicable to this contract.

PUBLIC UTILITIES

There are existing underground and above ground public and private, municipal and non-municipal utilities at the site, such as but not necessarily limited to electrical and telephone cables including fiber-optic facilities, natural gas pipes, sewers, and other water mains etc. All due notifications, vertical/horizontal separations, and other safety precautions required by the owners/operators of the facilities being crossed shall be observed by the contractor and/or all sub-contractors at all times. Any damage caused by the construction to any of the existing facilities on-site shall be promptly repaired to the satisfaction of the owners/operators of the facility involved and the City of Wood Dale, at no additional compensation.

It shall be the contractor's responsibility to very carefully inspect the site, identify and locate both horizontally and vertically all existing facilities, contact their owner/operators for their notification, separation, and safety requirements, and follow such requirements very carefully. It shall be the Contractor's responsibility to notify J.U.L.I.E. at least 48 hours prior to excavation to verify locations of all utilities.

The Contractor is reminded to follow all laws and regulations pertaining to utility locating and damage prevention including but not limited to the Illinois Underground Utility Facilities Damage Prevention Act (220 ILCS 50/1, et seq.). The Contractor is responsible for restoring any surface disturbed by the Contractor's compliance with the Illinois Underground Utility Facilities Damage Prevention Act (220 ILCS 50/1, et seq.). The Contractor shall be aware that contact with utilities can potentially cause injuries to their workers or third parties, and shall not rely in any way on the observation or direction of the Owner's and/or Engineer's representative(s) with respect to utilities and work place safety. All work necessary to fulfill the requirements of the Illinois Underground Utility Facilities Damage Prevention Act (220 ILCS 50/1, et seq.) shall be incidental to the Contract.

The contractor shall protect and save harmless the City of Wood Dale and Robinson Engineering, Ltd from any claim(s) of damage resulting from his/her activities at the site or from failing to undertake due and proper safety measures to avoid such damage to any utilities during the construction.

The cost of compliance with this provision shall be considered incidental to the contract and will not be compensated for separately.

WORK HOURS

The following work hours shall be kept unless written permission is received from the City of Wood Dale. The Contractor may work between the hours of 7:00 a.m. and 5:00 p.m. each work day, and between the hours of 8:00 a.m. and 4:00 p.m. on Saturdays. However, no work will be permitted between 5:00 p.m. and 7:00 a.m., without prior written permission of the City by no later than 12:00 p.m. on that day. Work on Sunday and Holidays is not allowed-NO EXCEPTIONS. Any hours of operation specifically applied by any of the permitting agencies will supersede these hours when doing work at the location covered by the aforementioned permit.

PUBLIC AND RESIDENT NOTIFICATION

If the Contractor is required remove and replace curb and gutter and/or driveways to any residents during the course of this project, the Contractor shall provide forty-eight (48) hour advance written notice to: 1) the City of Wood Dale of the scheduled work, 2) those residents affected by the work, and 3) any other residents that may potentially be adversely

affected by the resurfacing construction operations. The notification shall be of a form and method as approved by the City of Wood Dale.

TREE PRESERVATION

The Contractor shall take note of the plans of which existing trees and bushes are to remain within the project area. Any potential conflicts with existing vegetation shall be brought to the Engineer's attention for resolution. The Contractor shall be responsible for protecting trees and bushes and to minimize the potential for damage to these. Trees or bushes determined by the City of Wood Dale to be sufficiently damaged by the Contractor's work shall be replaced to the satisfaction of the City of Wood Dale without any additional compensation. Species and sizes of replacement trees and/or bushes shall be as similar as possible to those damaged by the work; however, Ash trees shall not be permitted.

The cost of compliance with this requirement shall not be compensated for separately but shall be considered incidental to the contract.

DUST CONTROL

The Contractor shall be responsible for controlling the dust and airborne dirt generated by the Contractor's construction activities.

The implementation of dust control procedures shall be required if wind and dry soil conditions reduce visibility on adjacent roads and property. Concerns for health and safety to the public using adjacent facilities will be grounds for the implementation of a dust control plan. When circumstances warrant, a specific dust control plan shall be developed. The Contractor and the Engineer shall review the nature and extent of dust generating activities and cooperatively develop specific types of control techniques appropriated to that specific situation. Sample techniques that may warrant consideration include such measures as:

1. Minimize tracking of soil onto nearby publicly traveled roads;
2. Reduce vehicle speed on unpaved surfaces;
3. Cover haul vehicles;
4. Apply chemical dust suppressants or water to exposed surfaces, particularly to surfaces on which construction vehicles travel;

Dust control measures as indicated in the Dust Control Plan, or as directed by the Engineer shall be readily available for use on the project site. The cost of this work shall be included in the unit prices bid and no additional compensation will be allowed.

WATER USE

The Contractor desiring to use water from the designated municipal hydrant will be required to make an application to the Public Works Department, and if the request is granted, he shall conform with the ordinances and/or requirements of the Owner, as well as with the rules and regulations of the Water Department, and will be held responsible for all damages to the hydrant and water pipe used for the purposes of securing water.

When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

The City wishes to keep accurate records of the amount of water used for the construction purposes. The Contractor shall therefore supply an approved water meter to record usage, and shall report the total water used to the Public Works Superintendent at the end of each working day. If available, the Contractor may request use of a City-owned meter for this task.

AGGREGATE FOR TEMPORARY ACCESS

This work shall consist of furnishing and placing crushed stone with a gradation number of CA-6, conforming to Article 1004.01 of the Standard Specifications, at locations noted in the plans or as directed by the Engineer for the purpose of maintaining access to private property during the construction period.

When the use of the temporary roads and approaches is discontinued, the aggregate placed in its construction and maintenance shall be removed and utilized in the permanent construction areas as directed by the Engineer, or otherwise disposed of as specified in Article 202.03.

Temporary aggregate will not be paid for separately but shall be considered included as part of various contract items.

TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

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

At minimum, staggered Type III barricades shall be placed at the beginning and end of this project, with "Road Closed Local Traffic Only" signs placed.

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, or guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 of the Standard Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. The Contractor shall be solely responsible for ensuring that all traffic control devices are installed and maintained in accordance with applicable state standards.

Special attention is called to Articles 107.09 and 107.14 and Section 701 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control:

STANDARDS: 701006-05, 701011-04, 701301-04, 701311-03, 701501-06, 701801-06, 701901-08

DETAILS: TC-10, TC-13

Work Zone Traffic Control shall be INCIDENTAL to the Contract.

CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD) REQUIREMENTS PER 35 IAC 1100

If the Contractor is planning on disposing of uncontaminated soils at an Illinois Environmental Protection Agency (IEPA) permitted CCDD facility, the work shall be conducted in accordance with the criteria set forth in 35 Illinois Administrative Code (IAC) 1100 as amended on August 27, 2012. The following protocol must be followed:

1. The Contractor must identify in writing the name / location of the Contractor's intended CCDD facility to the Owner (or Engineer) prior to the commencement of any construction activities.
2. The Owner (or Engineer) will contact the Contractor's CCDD facility to identify the laboratory testing or certifications required for disposal acceptance.
3. The Contractor will assist the Owner (or Engineer) in obtaining the sample(s) through the use of the Contractor's equipment. The Contractor shall expose soils at one or more distinct locations as directed by the Owner (or Engineer). The Owner (or Engineer) will determine the number, location and depth of the samples that will need to be collected for characterization of the excess soil that will be generated during the construction project.

4. The Owner (or Engineer) will be responsible for sampling / testing of the soil and preparation of the required certification form.
5. The samples will be run with standard 5 to 7 working day turnaround time unless a rush is required by the Contractor. If so, the Contractor will be responsible for additional fees associated with fast-tracking the samples.
6. Once the appropriate certifications have been prepared, the Contractor will be responsible for all hauling/disposal of material at the CCDD facility.

The owner will test for the following: VOC's, SVOC's, Pesticides, RCRA 8 total metals and pH. If the Contractor elects to utilize a CCDD facility that requires any additional testing not mentioned above (including the full MAC list), the Contractor will be responsible for paying all laboratory testing costs above \$500.

The work contained within this special provision shall be considered incidental to the various removal items contained within this contract.

PORTLAND CEMENT CONCRETE SIDEWALK

Sidewalks shall be constructed in conformance with the State Specifications for PCC sidewalk and shall be five inches (5") thick on top of four inches (4") aggregate base course, Type B (CA-6). Sidewalks constructed through driveways shall be six inches (6") thick with welded wire fabric (6" x 6", W2.9 x W2.9 WWF) on top of six inches (6") of aggregate base course, Type B (CA-6). This work shall be in accordance with Sections 440 and 424 of the Standard Specifications. No additional compensation will be made for extra thickness in sidewalk through driveways.

If necessary, the Contractor shall remove existing sidewalk by means of a saw cut to prevent damage to that portion which is to remain in place. The subgrade beneath the removed sidewalk shall be removed to a depth of nine inches (9") beneath the top of the sidewalk (12" through driveways). Any additional excavation required to construct this sidewalk will be considered incidental to this item. Sidewalk removal shall be paid for at the contract unit price per SQUARE FOOT of SIDEWALK REMOVAL.

Four inches (4") aggregate base course, Type B (CA-6) [six inches (6") through driveways] shall be installed in accordance with Section 351 of the Standard Specifications. The cost of the aggregate shall be incidental to this item.

The concrete shall contain a minimum cement content of six bags per cubic yard with 3%-6% air entrainment (in accordance with ASTM C-260-60T). All material delivered on the job shall be accompanied by a delivery ticket showing all materials, including water, accelerators and air entrainment, and the like.

The Contractor shall take great care not to damage the existing parkway beyond the minimal amount necessary to facilitate the sidewalk construction and parkway grading.

Side curb at curb depressions for accessibility will be required. The side curb will not be measured or paid for separately, but shall be considered incidental to the cost of the sidewalk. The sidewalk width at side curb locations will be measured between the side curb for determination of sidewalk quantities.

This work shall be paid for at the contract unit price per SQUARE FOOT for PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, which price will include all materials, equipment, aggregate base, welded wire fabric, excavation and disposal and labor required to complete the work as specified herein.

DETECTABLE WARNINGS

This work shall be done according to the applicable portions of Section 424 of the Standard Specifications except as modified herein. This work shall consist of the furnishing and placing Armor Tile fiberglass Detectable Warning Plates in accordance with the American with Disabilities Act and Accessibility Guidelines (ADAAG) and IDOT Highway Standard 424001. The color of the detectable warnings shall be Colonial Red, unless otherwise approved by the CITY prior to

installation. Each plate shall be set into the wet concrete, tamped thoroughly in place with a rubber mallet until concrete seeps through the vent holes. Vent holes shall be filled flush with concrete to ensure no air pockets are left under the plate. Following the installation, excess concrete shall be cleaned off the plate and the concrete ramp shall be finished with a trowel.

This work shall be paid at the contract unit price per SQUARE FOOT for DETECTABLE WARNINGS.

SIDEWALK REMOVAL

This item includes the complete removal of concrete sidewalks at locations designated by the Engineer. Sidewalk removal shall be completed in accordance with Section 440 of the Standard Specifications.

The Contractor shall remove existing sidewalk by means of a saw cut to prevent damage to that portion which is to remain in place. Any tree roots within the aggregate base shall be removed prior to installation of the sidewalk and shall be considered incidental to the pay item. Any additional excavation required to construct this sidewalk will be considered incidental to the pay item.

The cost of any excavation which may be necessary to construct a four-inch (4") aggregate base (6" through driveways) that does not currently exist shall be considered incidental to this item, and shall be completed in accordance with applicable portions of Sections 202.

Any voids that lie under the existing sidewalk, below the four-inch (4") aggregate base, shall be filled with aggregate and compacted prior to pouring the replaced walk and shall be paid for at the contract unit price bid per SQUARE YARD for SUBBASE GRANULAR MATERIAL, TYPE B 4". This work shall be completed in accordance with Section 311.

This work will be paid for at the contract unit price per SQUARE FOOT for SIDEWALK REMOVAL and will include all equipment and labor required to complete the work as specified above.

CLASS D PATCHES, TYPE IV, 7 INCH

This item shall consist of the removal and replacement of existing pavement in accordance with Articles 442.02, 442.03, 442.04, 442.05, 442.08 and 442.09 of the Standard Specifications, at locations directed by the Engineer on the streets identified for roadway improvements.

For those streets that are going to be resurfaced, the patch shall be seven inches (7") of Hot Mix Asphalt Binder Course, IL-19mm, N70 to the milled surface. HMA surface removal is to be completed prior to pavement patching.

The cost of this work will be paid for at the contract unit price per SQUARE YARD for CLASS D PATCHES, TYPE IV, 7 INCH.

QUANTITIES FOR PAVEMENT PATCHING

The quantities called for in this contract indicate the approximate amount of patching work to be expected. The actual amount for the various patching items shall be as marked out by the engineer in the field. It shall be understood and agreed upon that the unit price for these items shall prevail throughout the period of the contract and that no additional compensation per unit price will be allowed for any increase or decrease in the patching quantity.

PATCHING LIMITATIONS

It is hereby understood and agreed that no pavement patching will be permitted after Friday at 3:00 PM of each and every week and no holes will be allowed to remain open overnight or over the weekend.

AGGREGATE WEDGE SHOULDER, TYPE B

In the areas where aggregate shoulder is called for, a shoulder shall be constructed in accordance with Section 481.07 except that the depth of the aggregate near the edge of the roadway shall be a minimum of 6" thick. The excavation required to meet this depth shall be included in the unit cost of this item. The width of the shoulder shall be 18" wide as

measured from the edge of pavement and the thickness at the outside edge shall be a minimum of 2". The new aggregate shall be placed on a compacted base.

This work will be paid for at the contract unit price per TON for AGGREGATE WEDGE SHOULDER, TYPE B, and will include all materials, equipment and labor required to complete the work as specified above.

STEEL ADJUSTING RINGS

This work shall consist of the adjustment of existing drainage and utility structures at those locations as directed by the engineer in the field using steel adjusting rings (see detail). This pay item reflects the cost of the material, which shall be in accordance with Article 1006.04 of the Standard Specifications, and installation of the steel adjusting rings on those structures that only require the adjustment of the grate and/or lid. Structures that require frame adjustment shall be paid for separately under STRUCTURES TO BE ADJUSTED.

Steel adjusting rings to be used shall be coated with black asphalt bituminous paint or black exterior enamel. The Contractor is responsible for the installation of the device according to the manufacturer's specifications.

This work will be paid for at the contract unit price EACH for STEEL ADJUSTING RINGS.

SEEDING, SPECIAL

This work shall consist of preparing the ground surface areas to be seeded. Furnishing and applying topsoil to a depth of 4" prior to seeding will be paid for separately under Top Soil Furnish and Place, 4". The locations to be seeded shall be those areas disturbed by curb and gutter, driveway and sidewalk removal and replacement operations. The maximum pay width shall be 24" on either side of sidewalks and driveways and 24" from back of curb or shoulder, or as directed by the Engineer.

This work shall be done in accordance with applicable portions of Sections 250, 251, 1101.08(c) and 1081.06(a)(2) of the Standard Specifications. The seed, mulch and tackifier shall be hydraulically spread in one operation. Seed shall be "Greens Keeper" Glamor Blend. Mulch shall be Terra-Mulch, Terra-Blend with Tacking Agent 3 and shall meet the applicable portions of the Method 3 requirements of Section 251.03(c) of the Standard Specifications however it shall be applied in the same operation as the seeding and fertilizer.

The slurry shall contain the water, mulch, fertilizer, binder and other ingredients (green color additive) as required so that the finished load is a homogeneous mix. The Seed shall be added last and shall be discharged within 2 hours of addition to the slurry. Loads held over 2 hours shall be recharged with ½ the seed rate before application. The slurry shall be agitated for 3-5 minutes prior to application to allow for uniform mixing. If the mixture remains in the tank for more than 8 hours, it shall be removed from the job site and disposed of at the contractor's expense.

Hydroseed proportions shall be in accordance with manufacturer's recommendations and the specific hydro seeder used for the work.

The contractor shall be responsible for washing and/or cleaning any excess material off of all areas not intended to receive treatment.

This work, including all materials, labor and equipment necessary to complete the work, shall be paid for at the contract unit price per SQUARE YARD for SEEDING, SPECIAL.

SUPPLEMENTAL WATERING

Watering of hydroseeded areas shall be in accordance with applicable portions of Article 252.08 of the Standard Specifications. Watering shall be applied at a rate of 3 gal/sqyd for a total of 15 times over a two month period (approximately two times per week).

The cost of watering shall not be paid for separately but shall be included in the unit price bid for various items.

COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT

This item shall consist of the removal and replacement of combination concrete curb and gutter, in accordance with Sections 440 and 606 of the Standard Specifications, and as detailed in the plans by means of a sawed joint (straight) at locations as designated by the Engineer. The replaced curb and gutter shall be of the same type and size as the removed section. New curb shall be installed on a minimum of four inches (4") of CA-6 stone cushion. The curb shall be depressed at all sidewalk crosswalk locations and driveway locations (as directed by the engineer).

All new curb and gutter shall have saw cut contraction joints two inches (2") deep at fifteen foot (15') intervals. This saw cutting shall be completed no later than twenty-four (24) hours after the curb and gutter has been poured. Joints shall be sealed with City approved joint sealant. Expansion and construction joints shall be as specified by the City of Wood Dale Standard Detail and Standard Drawings. The City of Wood Dale standard shall take precedence. Three-quarter inch (3/4") preformed bituminous expansion joint shall be placed at the ends of all replaced sections, at 150 ft. intervals, 10' each side of drainage structures, PC's, Radius Points and back of cul-de-sacs with two (2) number 6 coated smooth dowel bars (3/4" diameter x 18") grouted in place.

All existing pavement removed due to the removal and replacement of combination concrete curb and gutter shall be replaced with a full depth patch consisting of HMA Surface Course, Mix D, N70 to the depth of the new curb and gutter. The minimum patch width shall be two (2) feet. Saw cutting shall be required as directed by the Engineer to secure a straight joint. Concrete will not be allowed to fill in the gap between the new curb and existing pavement.

This work will be paid for at the contract unit price per FOOT for COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT, and shall include saw cutting, disposal, materials, labor, equipment, reinforcing bars, HMA patching, aggregate stone cushion and required expansion material that is required due to the installation of the curb or curb and gutter. Restoration for areas disturbed by curb removal and replacement shall be paid for separately.

STRUCTURES TO BE ADJUSTED

This work shall consist of the adjustment of storm structures and/or utility structures, water valve boxes, water valve vaults, sanitary sewer structures, etc., that are within the limits of the proposed roadway reconstruction and as shown on the plans, or as directed by the Engineer in the field to be adjusted. This work includes the complete removal and replacement of all existing rings. A minimum of 4-inch concrete adjustment ring shall be used with the final adjustment being rubber rings. Adjustments less than 4-inches shall be rubber rings. This work shall be done in accordance with applicable portions of Section 602 and 603 of the Standard Specifications. Structures shall be adjusted to meet the proposed finished grade.

This work shall be paid for at the contract unit price, EACH for STRUCTURES TO BE ADJUSTED, which price shall include all labor, materials, equipment, etc. as required for the structure adjustment.

PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL

Where existing concrete driveways are removed, as directed by the Engineer, the removed driveway shall be restored with a minimum six inches (6") of compacted aggregate base course, Type B (CA-6), and six inches (6") of PC Concrete with welded wire fabric (6" x 6", W2.9 x W2.9 WWF) as shown in the construction details. This work shall be done in conformance with Sections 423 and 440 of the Standard Specifications. A maximum width of driveway replacement shall be measured three feet (3') from the existing back of curb, unless otherwise shown on the plans and as agreed to by the Engineer. Written notification shall be given to all property owners a minimum of forty-eight (48) hours prior to driveway removal.

The concrete finish of the replaced driveways shall match that of the existing driveway (i.e. California Finish, Broom Finish, etc.). All types of required concrete finishes shall be incidental to this item.

Access to all properties shall be maintained throughout the duration of construction by means of temporary aggregate in accordance with Articles 107.09 and 402.10 of the Standard Specifications. The temporary aggregate shall not be paid for separately, but shall be considered incidental to the contract.

All grassed areas disturbed by the removal and replacement of this item shall be restored in accordance with the TOPSOIL FURNISH AND PLACE, 4" and SEEDING, SPECIAL pay items contained herein, and shall be paid for at the contract unit

price per associated item. Any existing aggregate areas adjacent to driveways being replaced shall be capped with CA-6 to the elevation of the replaced driveway. This work shall be considered incidental to the pay item Portland Cement Concrete Driveway Pavement, 6 Inch, Special.

The saw cutting, and any additional excavation required to construct these driveways will also be considered incidental. The removal of the existing driveway will be paid for at the contract unit price per SQUARE YARD for DRIVEWAY PAVEMENT REMOVAL, which price will be payment in full for all labor, materials and equipment necessary for the PCC driveway removal, subgrade preparation and disposing of the material, all as directed by the Engineer and as specified herein.

The placement of a minimum six inches (6") of CA-6 stone will be considered incidental to the PCC driveway placement. This work will be paid for at the contract unit price per SQUARE YARD for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL, which price will be payment in full for all labor, materials (including the welded wire fabric) and equipment necessary for the construction of the PCC driveway.

HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"

Where existing asphalt driveways are removed, as directed by the Engineer, the removed driveway shall be restored with a minimum of eight inches (8") Aggregate Base Course, Type B (CA-6), Bituminous Material Prime Coat, and three inches (3") Hot-Mix Asphalt Surface Course, Mix D, N50. All of this work shall be performed in accordance with the applicable portions of the State Standard Specifications. Driveways adjacent to sidewalk shall be replaced from edge of pavement or back of curb to the face of sidewalk. A maximum width of driveway replacement shall be measured three feet (3') from the existing edge of pavement or back of curb, unless otherwise shown on the plans and as agreed to by the engineer. Written notification shall be given to all property owners a minimum of forty-eight (48) hours prior to driveway removal.

Access to all properties shall be maintained throughout the duration of construction by means of temporary aggregate in accordance with Articles 107.09 and 402.10 of the Standard Specifications. The temporary aggregate shall not be paid for separately, but shall be considered incidental to the contract.

All grassed areas disturbed by the removal and replacement of this item shall be restored in accordance with the TOPSOIL FURNISH AND PLACE, 4" and SEEDING, SPECIAL pay items contained herein, and shall be paid for at the contract unit price per associated item. Any existing aggregate areas adjacent to driveways being replaced shall be capped with CA-6 to the elevation of the replaced driveway. This work shall be considered incidental to the Hot-Mix Asphalt Driveway Pavement, 3".

The saw cutting and any additional excavation required to construct these driveways will be considered incidental. The removal of the existing driveway will be paid for at the contract unit price per SQUARE YARD for DRIVEWAY PAVEMENT REMOVAL, which price will be payment in full for all labor, materials and equipment necessary for the HMA driveway removal, subgrade preparation and disposing of the material, all as directed by the Engineer and as specified herein.

The new HMA driveway shall be paid for at the contract unit price per SQUARE YARD for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3" which price will be payment in full for all labor, materials, and equipment necessary for the HMA driveway replacement, including aggregate base course, prime coat, and HMA surface course, all as directed by the Engineer and as specified herein.

COMPLETION DATE

The contractor is advised all work shall be completed by **June 30, 2019** including restoration. Should the contractor fail to complete the work in the specified time frame, Liquidated Damages in the amount of \$1,500 per day shall be applied for each day of overrun in the Contract time or such extended time as my have been allowed.

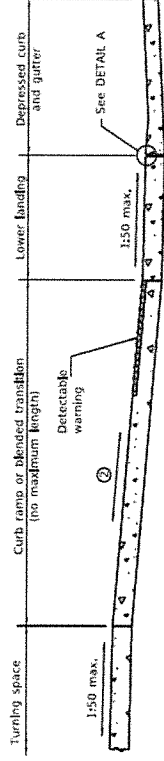
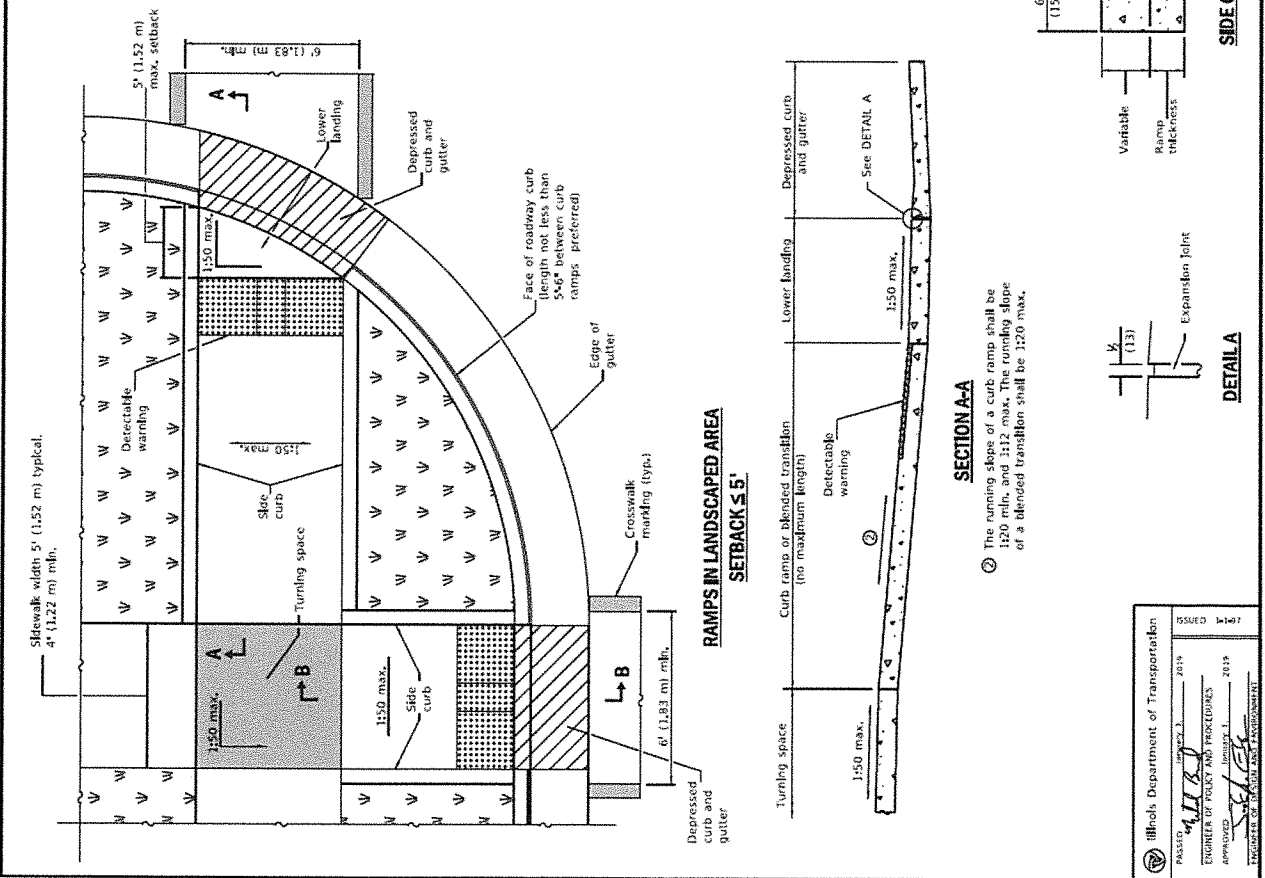
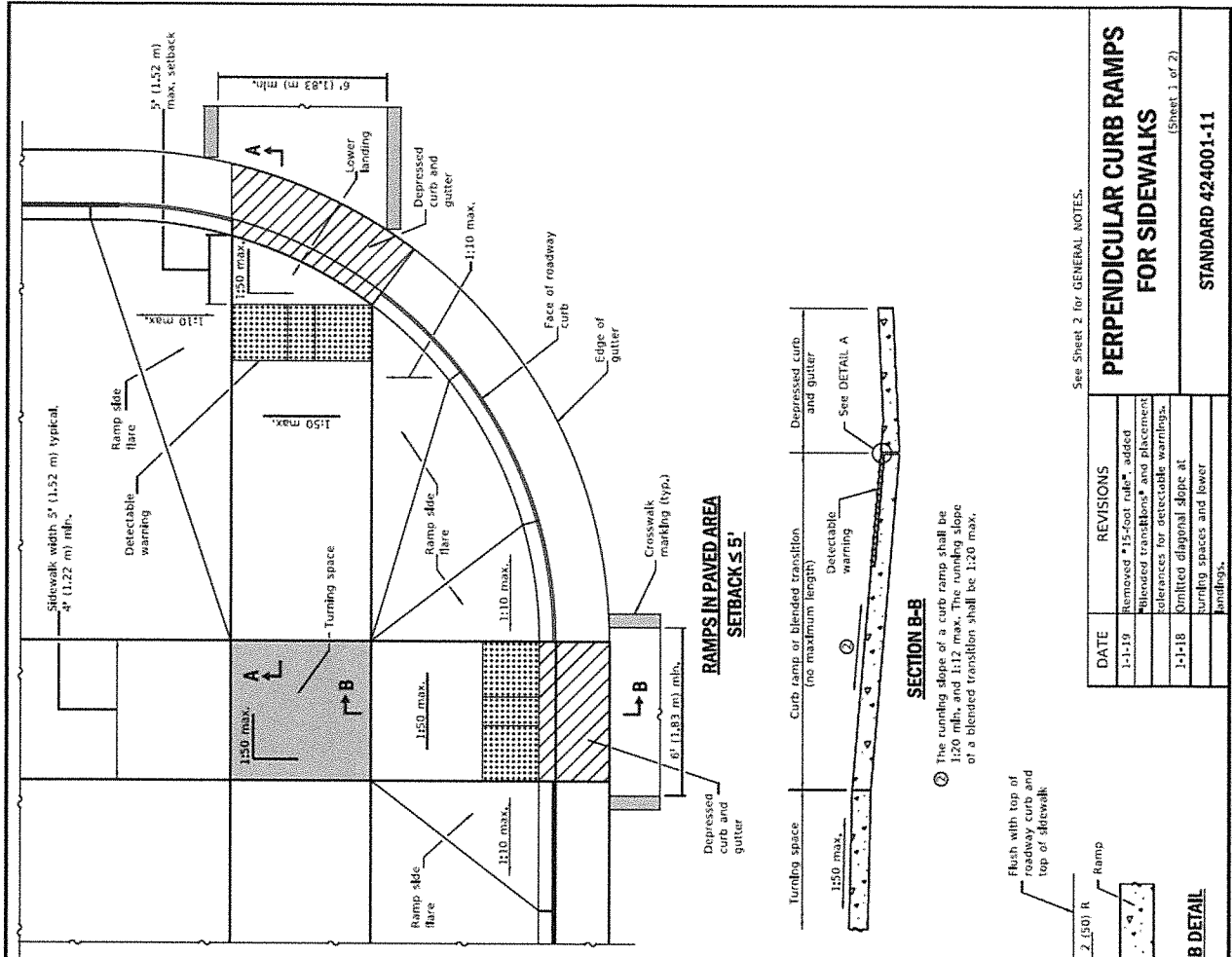
Supplemental watering shall follow completion of restoration and is anticipated to be performed during July and August.

GENERAL

There will be no separate payment for Mobilization. This shall be considered incidental to the cost of the contract.

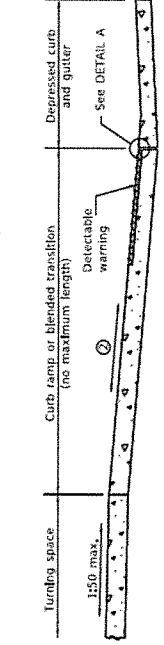
A Temporary Concrete Washout Facility in accordance with the detail in the contract book is required and shall be considered incidental to the cost of the contract.

STANDARD DRAWINGS



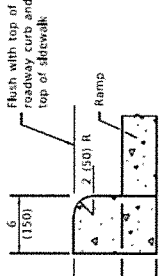
SECTION A-A

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.

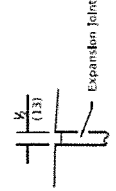


SECTION B-B

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.



SIDE CURB DETAIL

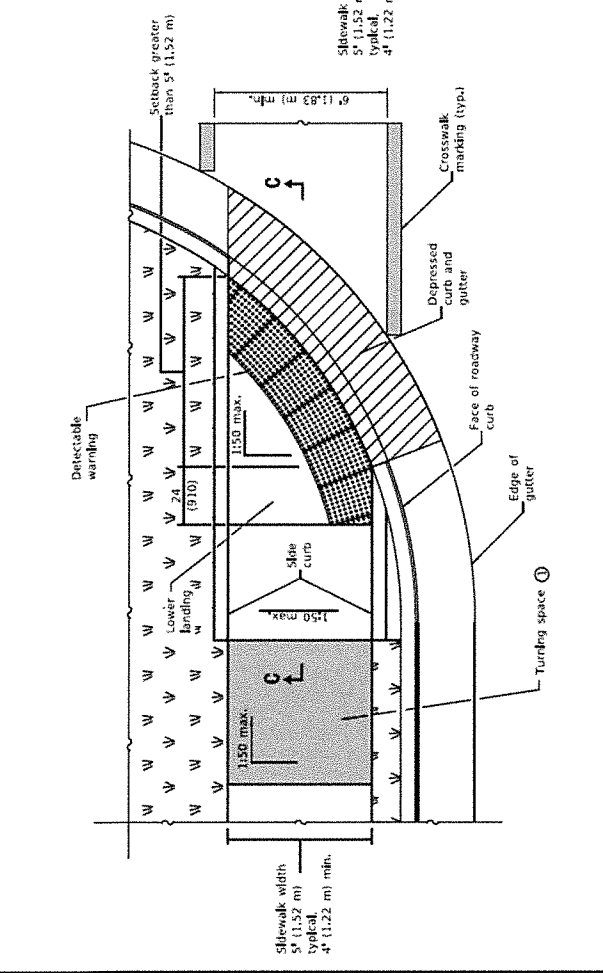
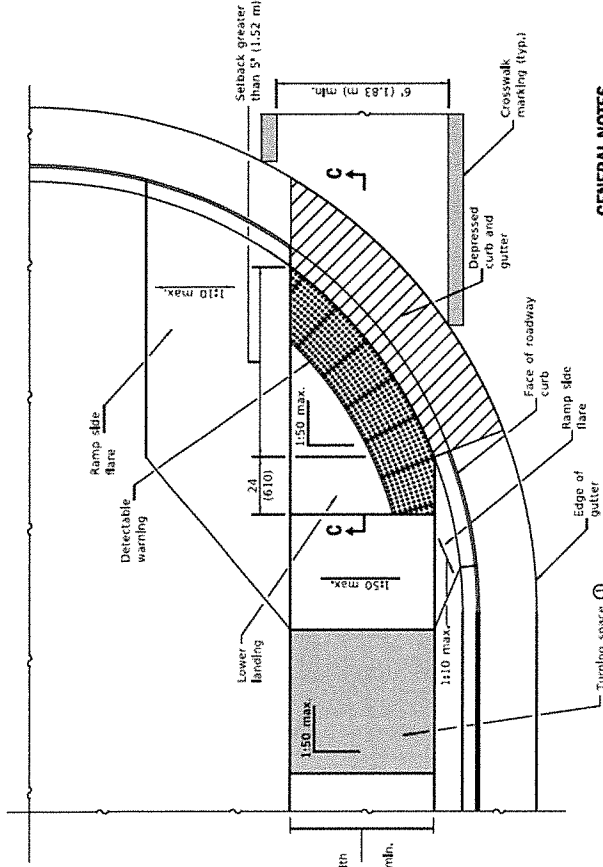


DETAIL A

See Sheet 2 for GENERAL NOTES.

PERPENDICULAR CURB RAMPS FOR SIDEWALKS	
(Sheet 1 of 2)	
DATE	REVISIONS
1-1-19	Removed "15-foot rule", added "Blended transitions" and placement references for detectable warnings.
1-1-18	Drafted diagonal slope at landing spaces and lower landings.

STANDARD 424001-11	
ILLINOIS DEPARTMENT OF TRANSPORTATION	ISSUED 1-1-17
ENGINEER OF POLICY AND PROCEDURES	APPROVED
APPROVED	APPROVED
ILLINOIS DEPARTMENT OF TRANSPORTATION	ILLINOIS DEPARTMENT OF TRANSPORTATION



RAMP IN LANDSCAPED AREA
SETBACK > 5'

RAMP IN PAVED AREA
SETBACK > 5'

SECTION C-C

GENERAL NOTES
All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V/H).

Where the turning space is constrained on a slope opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Setback - Detectable warnings located at the edge of the curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

Turning space ①

Turning space ①

Lower landing

Lower landing

Detectable warning

Detectable warning

Ramp slope flare

Ramp slope flare

Face of roadway curb

Face of roadway curb

Edge of gutter

Edge of gutter

Depressed curb and gutter

Depressed curb and gutter

Crosswalk marking (typ.)

Crosswalk marking (typ.)

Setback greater than 5' (1.52 m)

Setback greater than 5' (1.52 m)

Slitwalk width 5' (1.52 m) typical, 4' (1.22 m) min.

Slitwalk width 5' (1.52 m) typical, 4' (1.22 m) min.

24 (610)

24 (610)

1:50 max.

1:50 max.

1:10 max.

1:10 max.

6' (1.83 m) min.

6' (1.83 m) min.

1:50 max.

1:50 max.

1:50 max.

1:50 max.

1:50 max.

1:50 max.

1:50 max.

1:50 max.

1:50 max.

1:50 max.

1:50 max.

1:50 max.

1:50 max.

1:50 max.

1:50 max.

1:50 max.

1:50 max.

1:50 max.

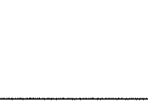
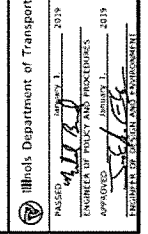
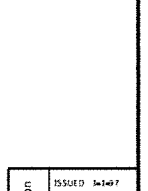
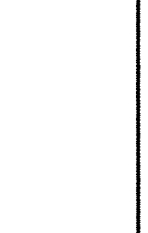
1:50 max.

1:50 max.

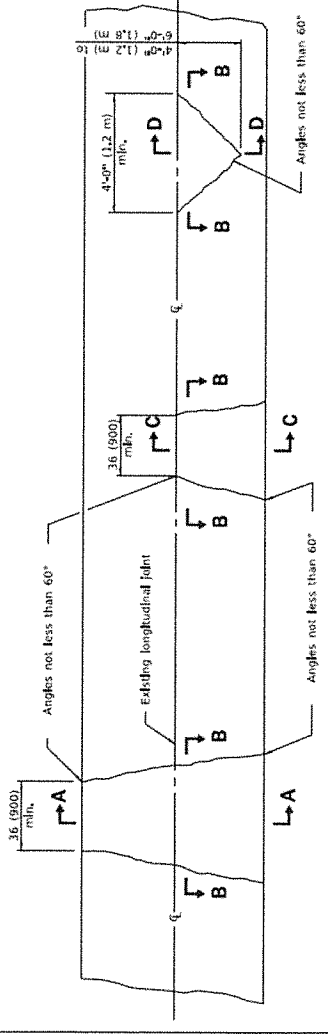
PERPENDICULAR CURB RAMPS FOR SIDEWALKS
(Sheet 2 of 2)

Illinois Department of Transportation
 PASSED: [Signature] 2019
 ENGINEER OF POLICY AND PROCEDURES
 APPROVED: [Signature] 2019
 REGISTERED PROFESSIONAL ENGINEER

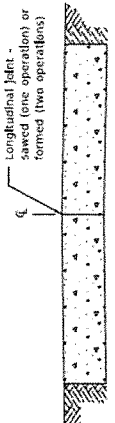
- SECTION C-C**
- ① This turning space not required for blended transitions.
 - ② The running slope of a curb ramp shall be 1:20 max. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



CLASS C



SECTION A-A



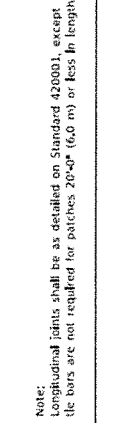
SECTION B-B



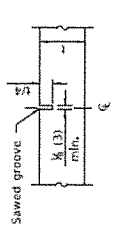
SECTION C-C



SECTION D-D

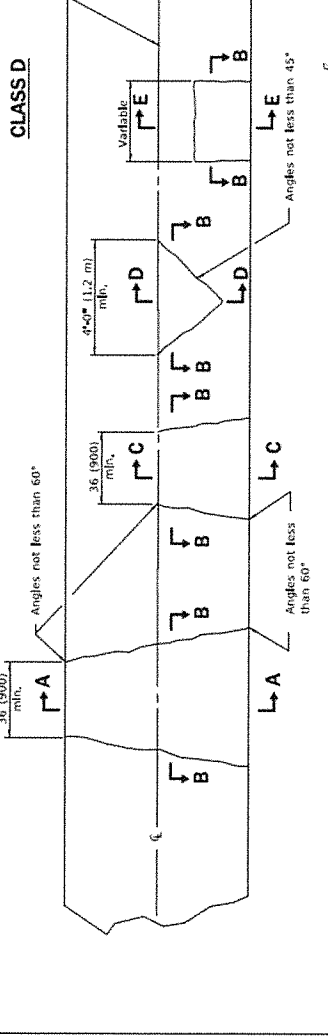


DETAIL OF SAWED CONTRACTION JOINT

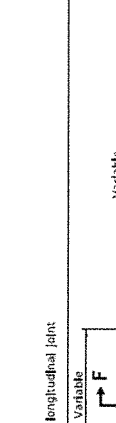


Note: Longitudinal joints shall be as detailed on Standard 420001, except tie bars are not required for patches 20'-0" (6.0 m) or less in length.

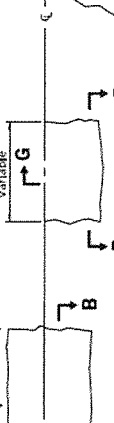
CLASS D



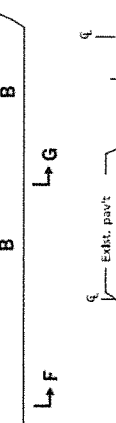
SECTION A-A



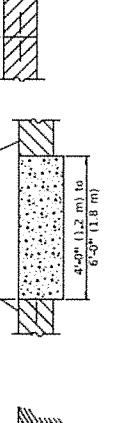
SECTION B-B



SECTION C-C



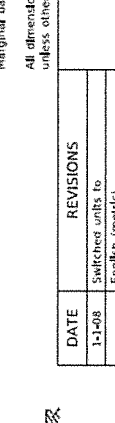
SECTION D-D



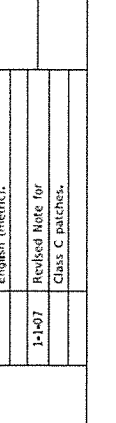
SECTION E-E



SECTION F-F



SECTION G-G



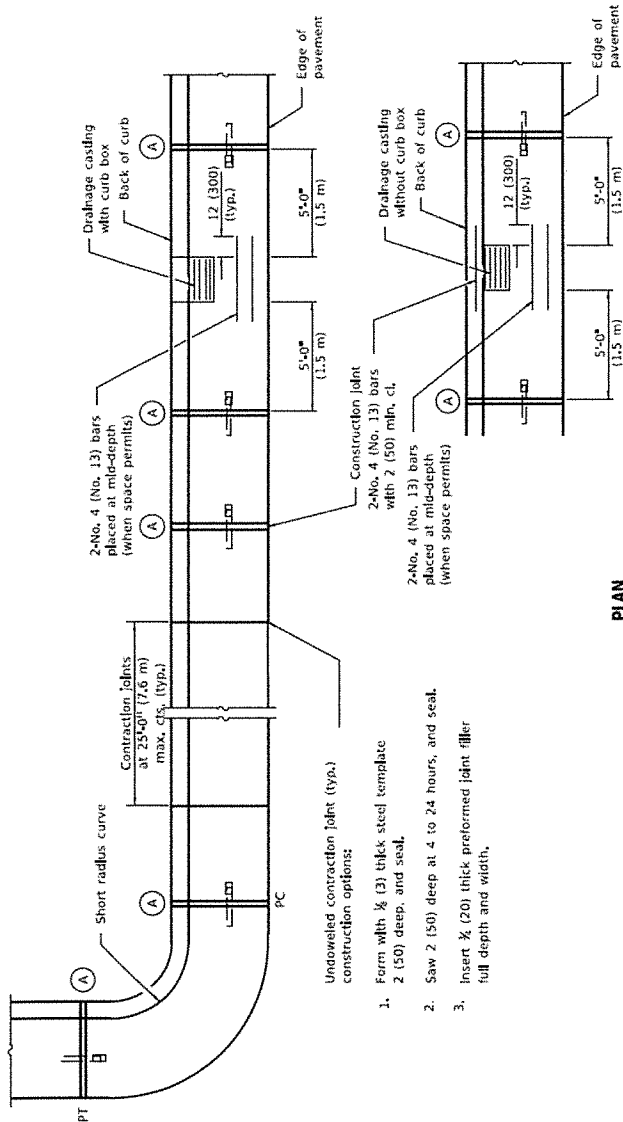
GENERAL NOTES
Existing tie bars shall be either cut or removed. Marginal bars shall be cut.
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-08	Switched units to English (metric).
1-1-07	Revised Note for Class C patches.

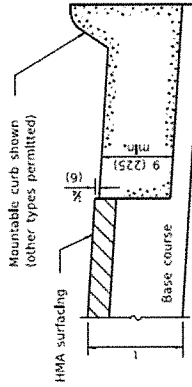
CLASS C and D PATCHES

STANDARD 442201-03

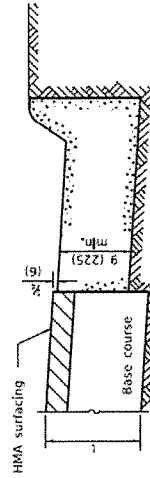
Illinois Department of Transportation
 PROJECT: I-55/US 41
 DRAWING: 442201-03
 ENGINEER OF DESIGN AND CONSTRUCTION: [Signature]
 APPROVED: [Signature]
 ISSUED: 1-1-07



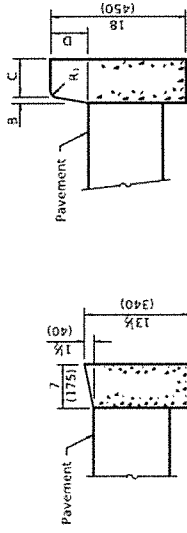
PLAN



ON DISTURBED SUBGRADE



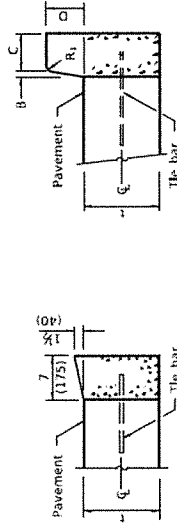
ON UNDISTURBED SUBGRADE



DEPRESSED CURB

BARRIER CURB

ADJACENT TO FLEXIBLE PAVEMENT



DEPRESSED CURB

BARRIER CURB

ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

CONCRETE CURB TYPE B

ON UNDISTURBED SUBGRADE

ON DISTURBED SUBGRADE

ADJACENT TO FLEXIBLE PAVEMENT

CONCRETE CURB TYPE B
AND COMBINATION
CONCRETE CURB AND GUTTER

(Sheet 2 of 2)

STANDARD 606001-07

Illinois Department of Transportation

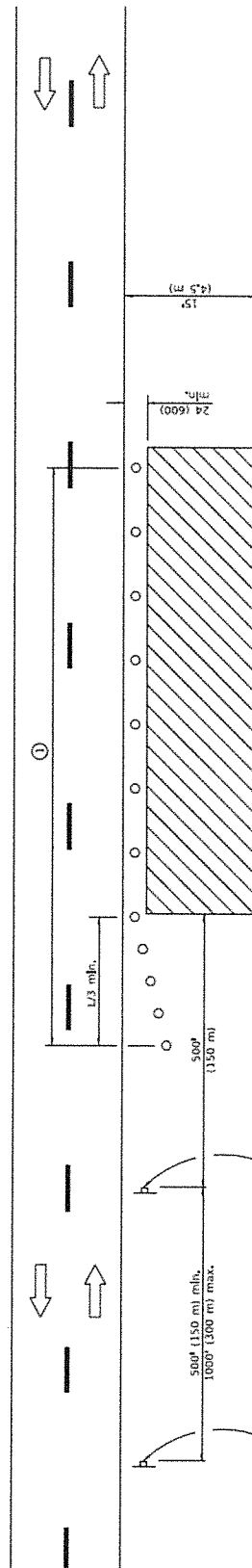
ISSUED 1-1-97

DESIGNED BY: [Signature] 2018

THROWER OF MONEY AND PROPOSALS: [Signature] 2018

APPROVED BY: [Signature] 2018

ENGINEER: [Signature] 2018



For contract construction projects

ROAD CONSTRUCTION AHEAD W20-1103(0)-48

For maintenance and utility projects

ROAD WORK AHEAD W20-1104-48

W21-1104-48

TYPICAL APPLICATIONS

- Utility operations
- Culvert extensions
- Site slope changes
- Drainage installation and maintenance
- Delineator installation
- Landscaping operations
- Shoulder repair
- Sign installation and maintenance

SYMBOLS

- Work area
- Sign
- Cone, drum or barricade

① When the work operation exceeds one hour, cones, drums or barricades shall be placed 500' (150 m) centers for 1/3 distance, and at 500' (150 m) centers through the remainder of the work area.

GENERAL NOTES

This Standard is used where any vehicles, equipment, workers or their activities, will encroach in the area 15' (4.5 m) to 24' (600) from the edge of pavement.

Calculate L as follows:

SPEED LIMIT	FORMULAS (Metric)	FORMULAS (English)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	$L = (W)(S)$	$L = (W)(S) \quad (=0.65)(W)(S)$

W = Width of offset in feet (meters).
S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.

OFF-RD OPERATIONS, 2L, 2W, 15' (4.5 m) TO 24" (600 mm) FROM PAVEMENT EDGE

STANDARD 701006-05

Illinois Department of Transportation

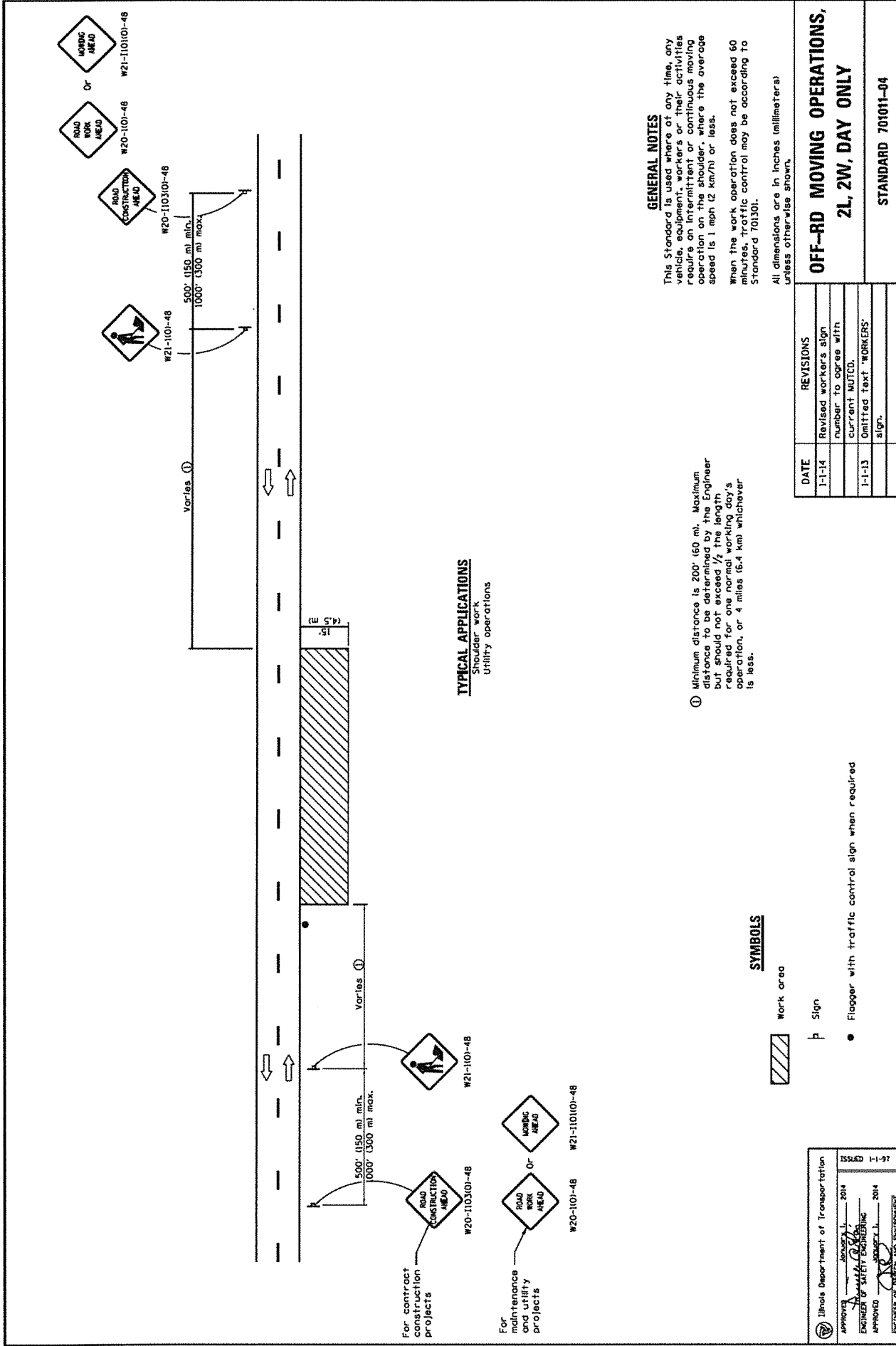
ISSUED 1-1-97

APPROVED: [Signature] 2014

ENGINEER OF SAFETY ENGINEERING




APPROVED: [Signature] 2014

ENGINEER OF TRAFFIC AND EQUIPMENT



TYPICAL APPLICATIONS
Shoulder work
utility operations

SYMBOLS

-  Work area
-  Sign
-  Flagger with traffic control sign when required

GENERAL NOTES

This Standard is used where at any time, any vehicle, equipment, workers or their activities require an intermittent or continuous moving operation on the shoulder, where the average speed is 1 mph (2 km/h) or less.

When the work operation does not exceed 60 minutes, traffic control may be according to Standard 701301.

All dimensions are in inches (millimeters) unless otherwise shown.


① Minimum distance is 200' (60 m). Maximum distance to be determined by the Engineer but should not exceed 1/2 the length required for one normal working day's operation, or 4 miles (6.4 km) whichever is less.


**OFF-ROAD MOVING OPERATIONS,
2L, 2W, DAY ONLY**

STANDARD 70101-04

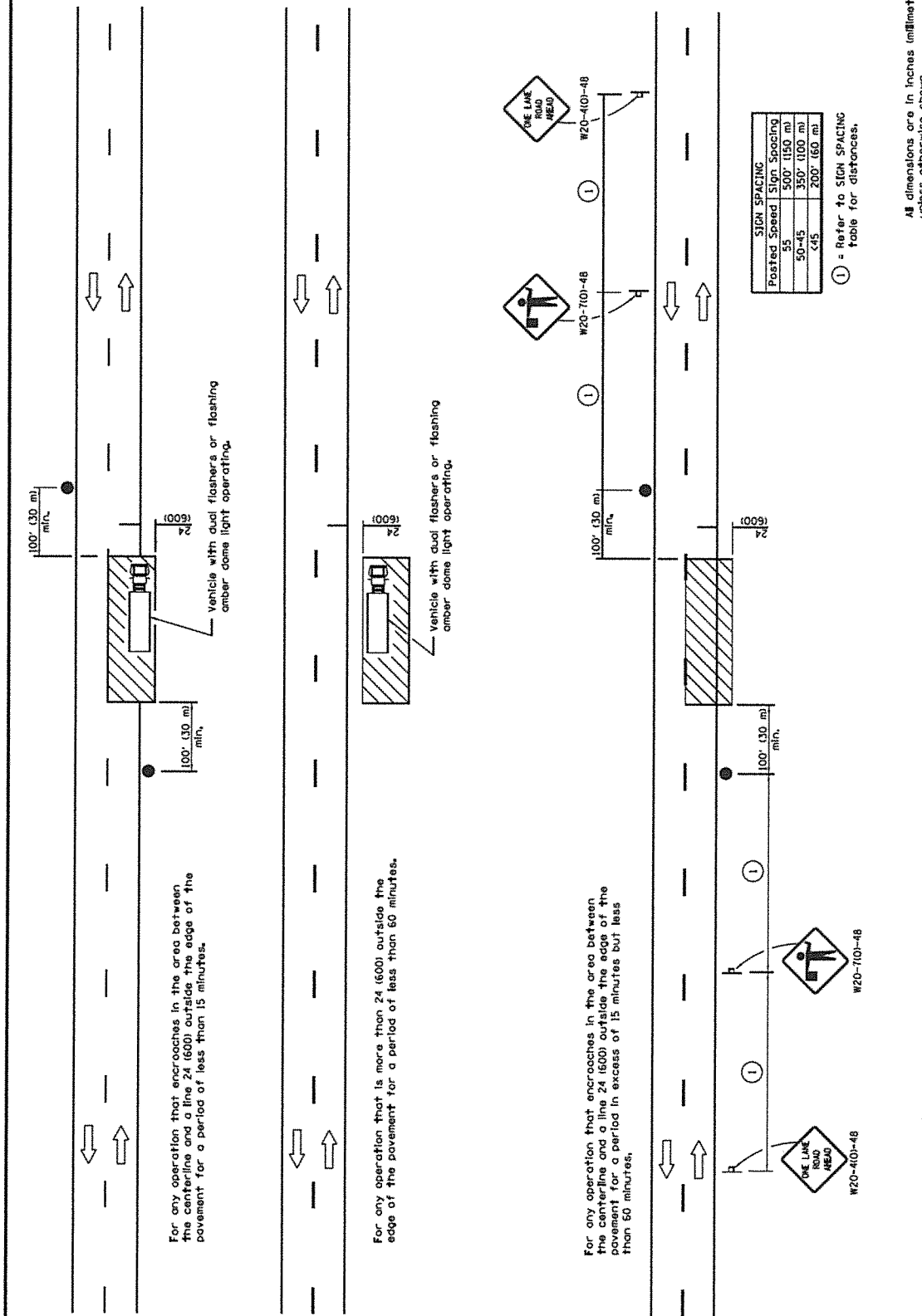
DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.

Illinois Department of Transportation

APPROVED:  JANUARY 1, 2014
 ENGINEER OF SAFETY ENGINEERING

APPROVED:  JANUARY 1, 2014
 CHIEF OF DESIGN DEVELOPMENT

ISSUED 1-1-97



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 the 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.

Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
45	200' (60 m)

① = Refer to SIGN SPACING table for distances.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation
 APPROVED: [Signature] 2011
 ENGINEER OF SAFETY ENGINEERING
 APPROVED: [Signature] 2011
 ENGINEER OF DESIGN AND ENVIRONMENT

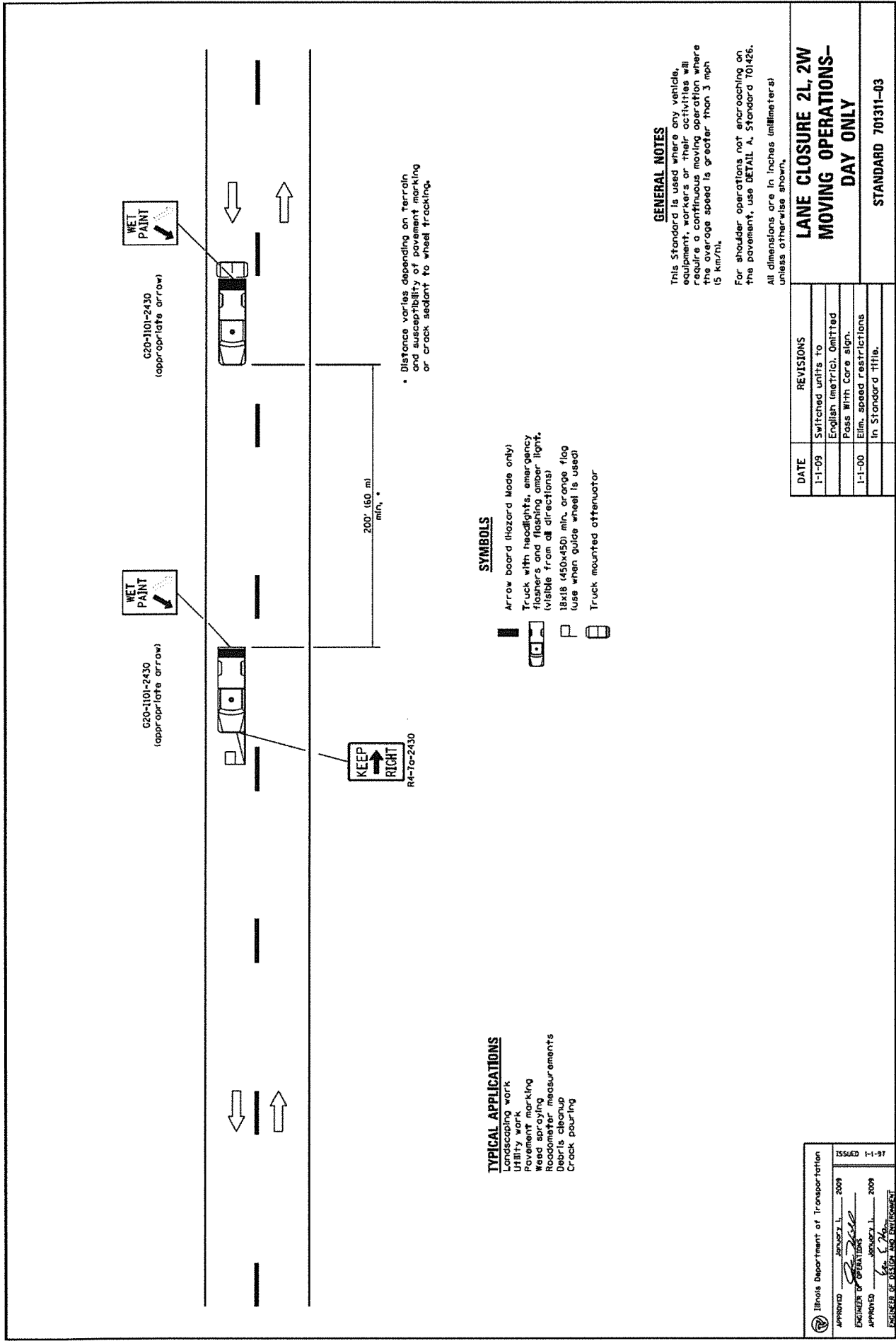
TYPICAL APPLICATIONS
 Working patches
 Field survey
 String line operations
 Checking up debris on pavement

SYMBOLS
 Work area
 Sign on portable or permanent support
 Flagger with traffic control sign

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).

**LANE CLOSURE, 2L, 2W,
 SHORT TIME OPERATIONS**

STANDARD 701301-04



• Distance varies depending on terrain and susceptibility of pavement marking or crack sediment to wheel tracking.

- TYPICAL APPLICATIONS**
- Landscaping work
 - Utility work
 - Pavement marking
 - Weld spraying
 - Roadometer measurements
 - Debris cleanup
 - Crack pouring

SYMBOLS

- Arrow board (Hazard Mode only)
- Truck with headlights, emergency flashers and flashing amber light (visible from all directions)
- 18x18 (450x450) min. orange flag (use when guide wheel is used)
- Truck mounted attenuator

GENERAL NOTES

This Standard is used where any vehicle, equipment, workers or their activities will require a continuous moving operation where the average speed is greater than 3 mph (5 km/h).

For shoulder operations not encroaching on the pavement, use DETAIL A, Standard 701426, unless otherwise shown.

Illinois Department of Transportation

APPROVED: [Signature] JUNE 11, 2009

ENGINEER OF OPERATIONS

APPROVED: [Signature] JUNE 11, 2009

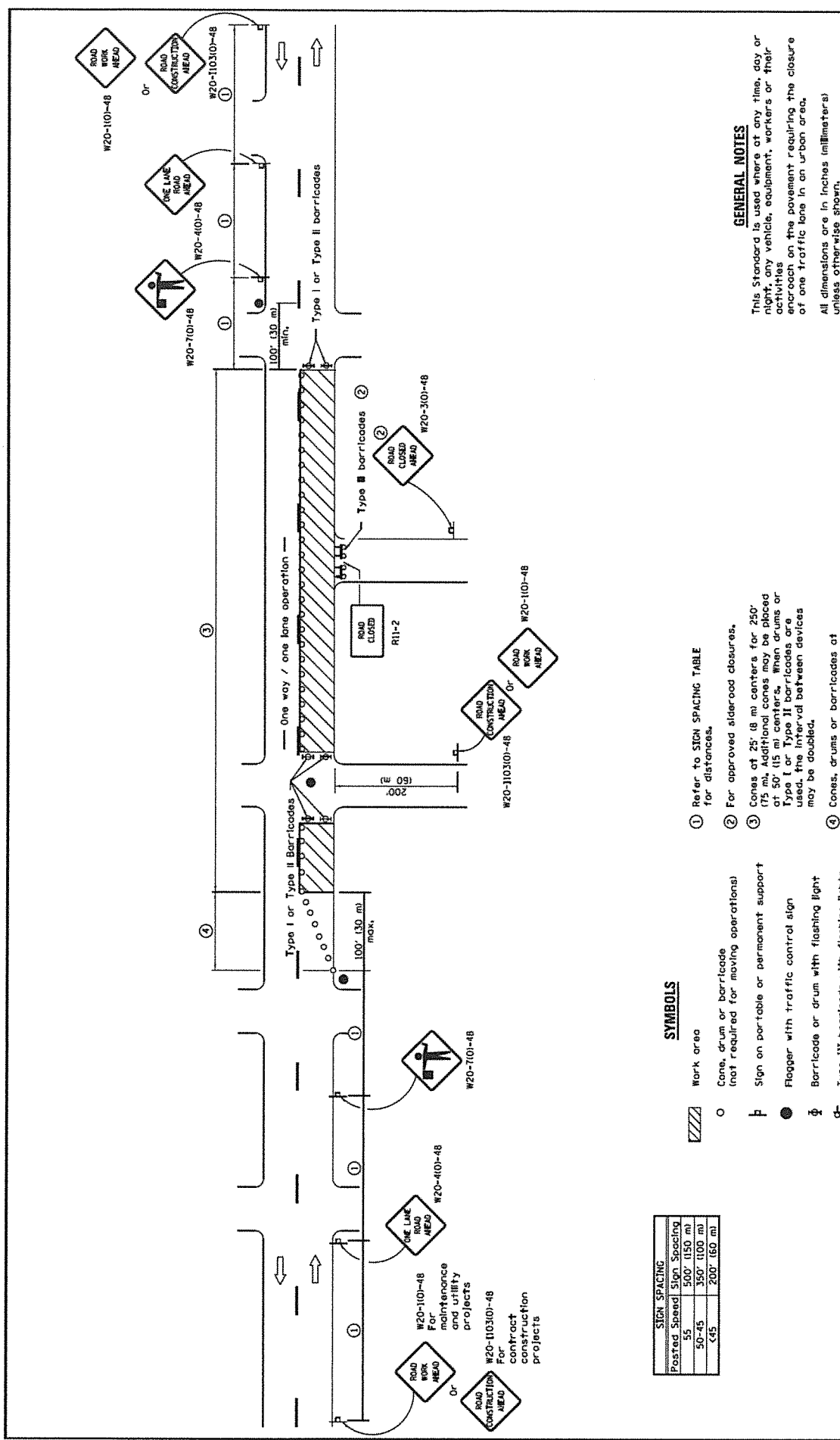
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED: 1-1-97

DATE	REVISIONS
1-1-09	Switched units to English (metric). Omitted Pass With Care sign.
1-1-00	Elim. speed restrictions in Standard title.

**LANE CLOSURE 2L, 2W
MOVING OPERATIONS—
DAY ONLY**

STANDARD 701311-03



SIGN SPACING	
Posted Speed	Sign Spacing
35	350-1150 m
50-45	350-1100 m
<45	200-160 m

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.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric). Corrected sign No.'s.

**URBAN LANE CLOSURE,
2L, 2W, UNDIVIDED**

STANDARD 701501-06

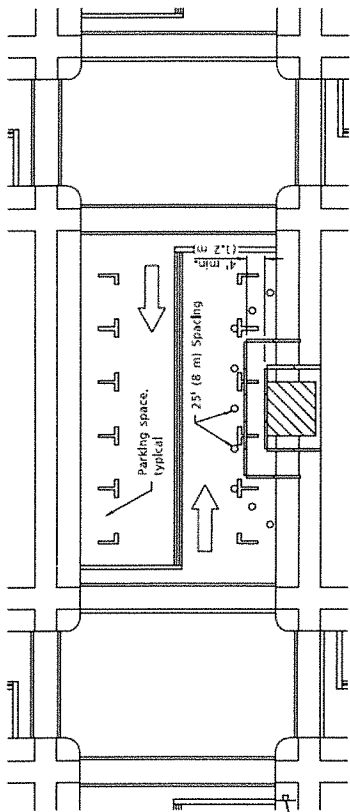
Illinois Department of Transportation

APPROVED: [Signature] 2011
 ENGINEER OF SAFETY ENGINEERING

ISSUED: 1-1-97

APPROVED: [Signature] 2011
 ENGINEER OF DESIGN AND ENVIRONMENT

① Omit whenever duplicated by road work traffic control.



W20-1103(10)-48 for contract construction projects

Or



W20-110-48 for maintenance and utility projects

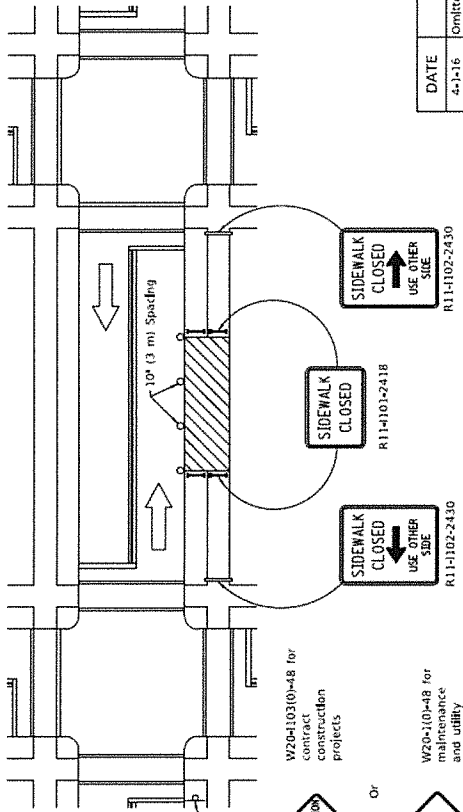
SIDEWALK DIVERSION



SYMBOLS

- Work area
- Sign on portable or permanent support
- Barriade or drum
- Cone, drum or barriade
- Type III barriade
- Detectable pedestrian channeling barriade

W20-1103(10)-48 for contract construction projects



W20-1103(10)-48 for contract construction projects



W20-110-48 for maintenance and utility projects

SIDEWALK CLOSURE

W20-1103(10)-48 for contract construction projects

GENERAL NOTES

- This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.
- This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.
- Temporary facilities shall be detectable and accessible.
- The temporary pedestrian facilities shall be placed on the same side of the closed facilities whenever possible.
- The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.
- Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.
- All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
4-1-16	Omitted orange safety fence from standard as it is covered in the std. spec.
1-1-17	Added SIDEWALK DIVERSION. Modified appearance of plan views. Renamed Std.

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

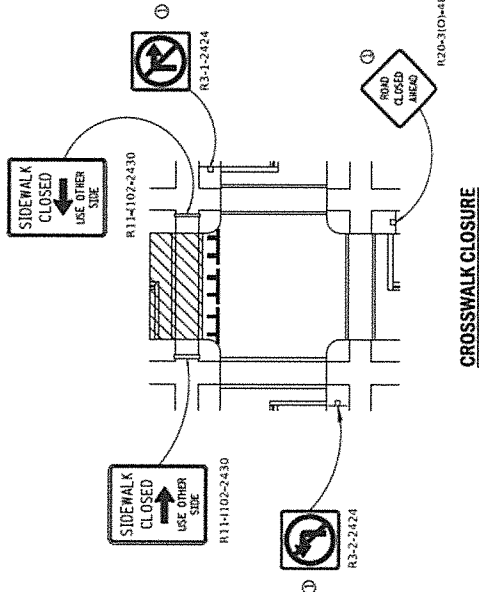
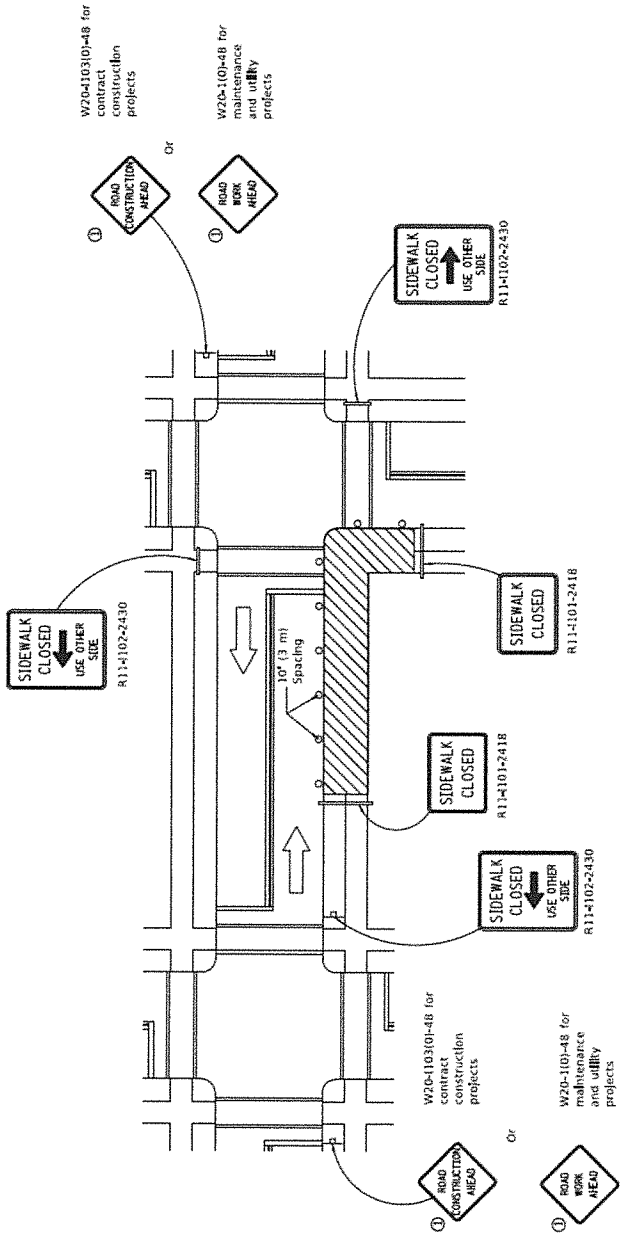
STANDARD 701801-06

	ISSUED: 1-1-97
	PASSED: 2016
	APPROVED: 2016
	APPROVED: 2016

SIDEWALK, CORNER OR CROSSWALK CLOSURE

[Sheet 2 of 2]

STANDARD 701801-06



MINNESOTA Department of Transportation

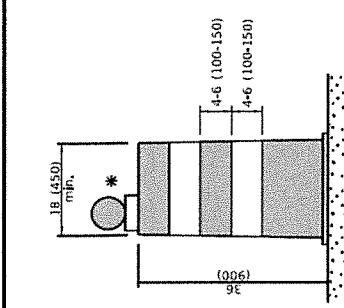
PASSED 2016

APPROVED 2016

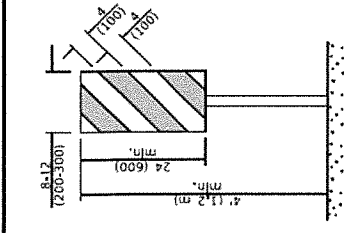
ISSUED: 1-1-97

ENGINEER OF SAFETY ENGINEERING

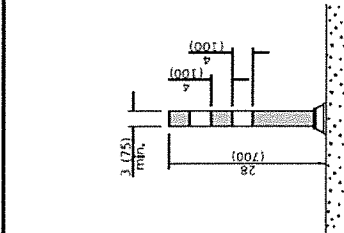
ENGINEER OF ELECTRIC AND ENVIRONMENT



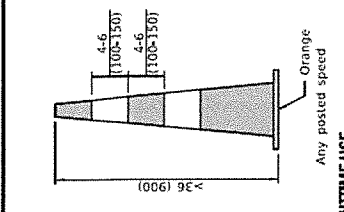
DRUM



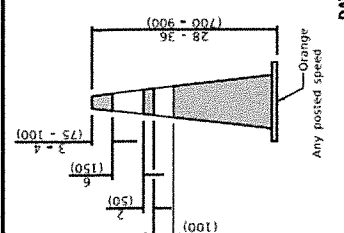
**VERTICAL PANEL
POST MOUNTED**



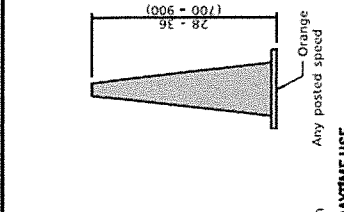
TUBULAR MARKER



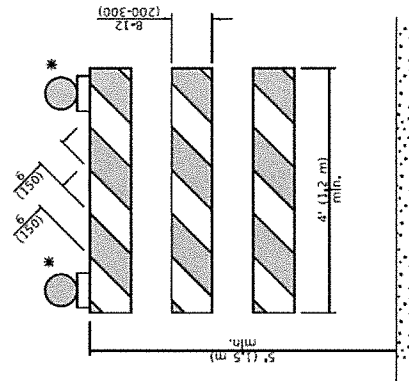
DAY OR NIGHTTIME USE



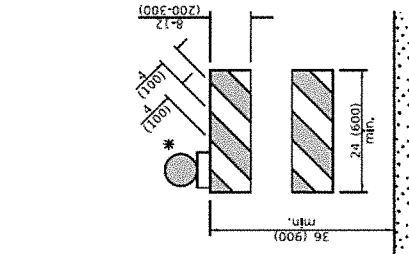
CONES



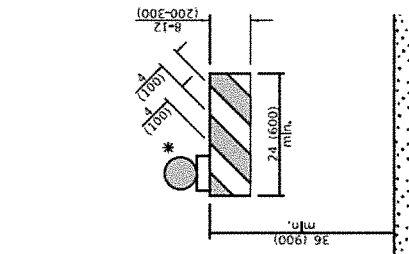
DAYTIME USE



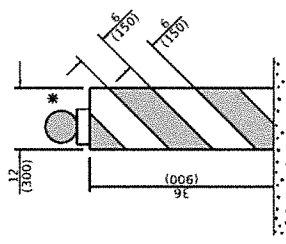
TYPE III BARRICADE



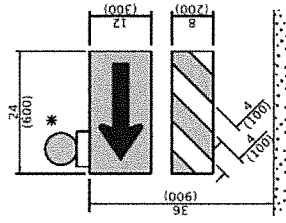
TYPE II BARRICADE



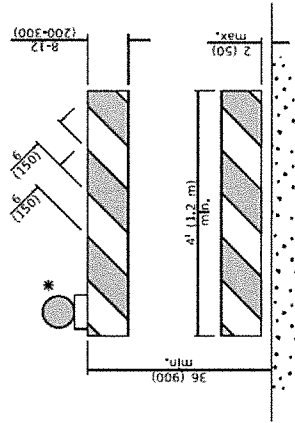
TYPE I BARRICADE



VERTICAL BARRICADE



**DIRECTION INDICATOR
BARRICADE**



**DETECTABLE PEDESTRIAN
CHANNELIZING BARRICADE**

* Warning lights (if required)

GENERAL NOTES

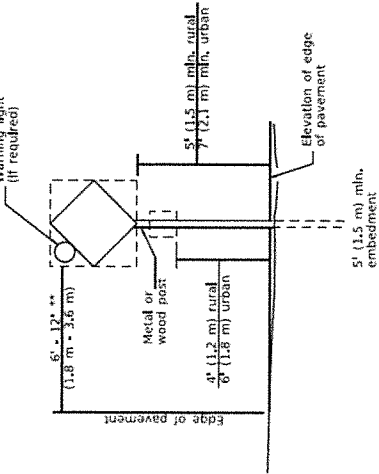
All heights shown shall be measured above the pavement surface.
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-19	Revised cone usage and added cones >36" (900 mm) height.
1-1-18	Revised END WORK ZONE SPEED LIMIT sign from orange to white background.

**TRAFFIC CONTROL
DEVICES**

(Sheet 1 of 3)
STANDARD 701901-08

ILLINOIS Department of Transportation
 APPROVED January 1, 2019
 ENGINEER OF SAFETY PROGRAM AND ENGINEERING
 APPROVED January 1, 2019
 MEMBER OF SAFETY AND TESTIMENT

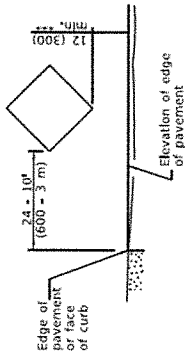


POST MOUNTED SIGNS

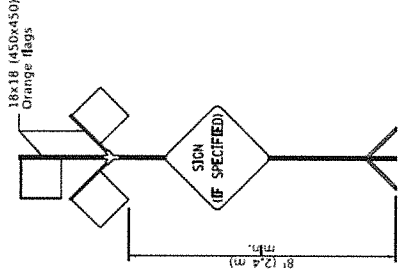
** When curb or paved shoulder are present the sign shall be located on the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.

SIGNS ON TEMPORARY SUPPORTS

*** When work necessitates, exceed four days, the 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



ROAD CONSTRUCTION NEXT X MILES
G20-1104(10)-6036

END CONSTRUCTION
G20-1105(10)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.
ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.
END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).
Dust sign displays shall be utilized on multi-lane highways.

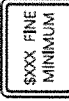
WORK LIMIT SIGNING



W21-118(10)-3618

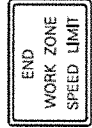
R2-1-3648

R10-1108p-3618 ****



R2-1106p-3618

Sign assembly as shown on Standards or as allowed by District Operators.

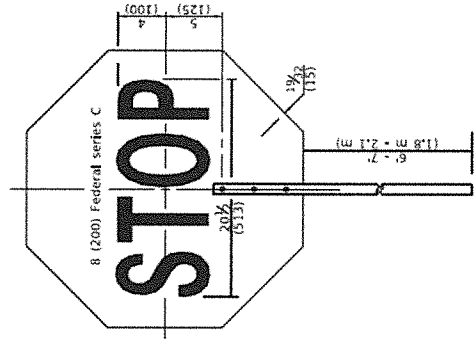


G20-1103-6036

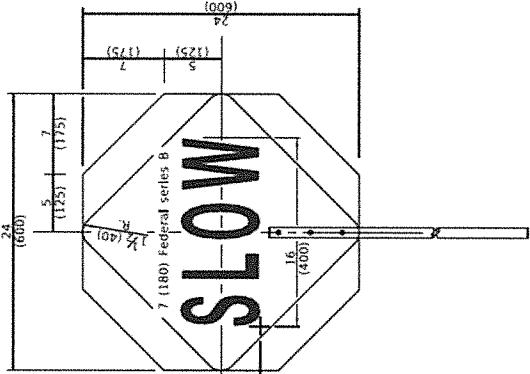
This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

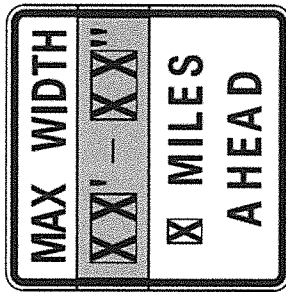
**** R10-1108p shall only be used along roadways under the jurisdiction of the State.



FRONT SIDE



REVERSE SIDE



W12-1103-4848

WIDTH RESTRICTION SIGN

XX-XX* width and X miles are variable.

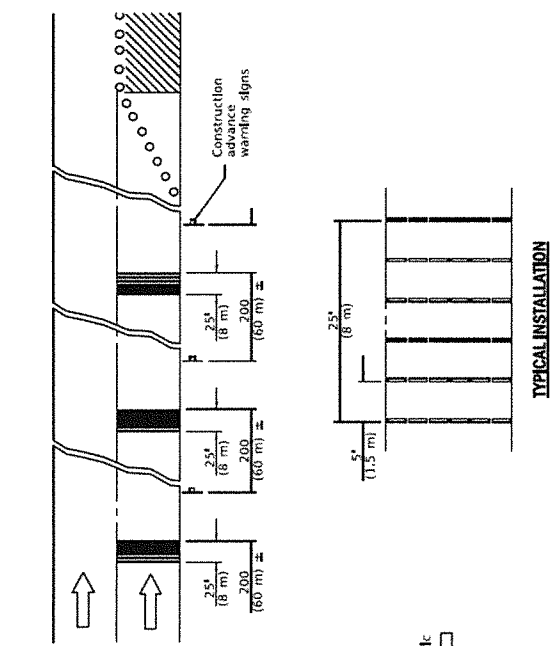
Illinois Department of Transportation
 Approved: *[Signature]* January 1, 2019
 ENGINEER OF SAFETY PROGRAMS AND ENGINEERING
 APPROVED: *[Signature]* January 1, 2019
 ILLINOIS DEPARTMENT OF TRANSPORTATION

ISSUED 1-1-13

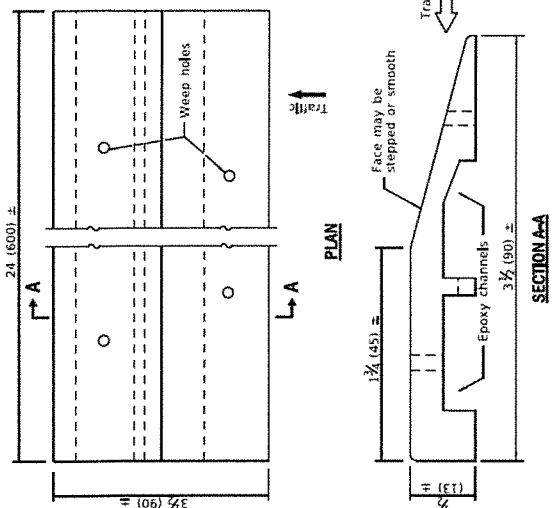
TRAFFIC CONTROL DEVICES

STANDARD 701901-08
(Sheet 2 of 3)

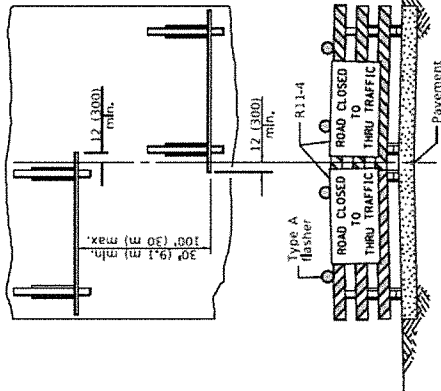
FLAGGER TRAFFIC CONTROL SIGN



TYPICAL INSTALLATION

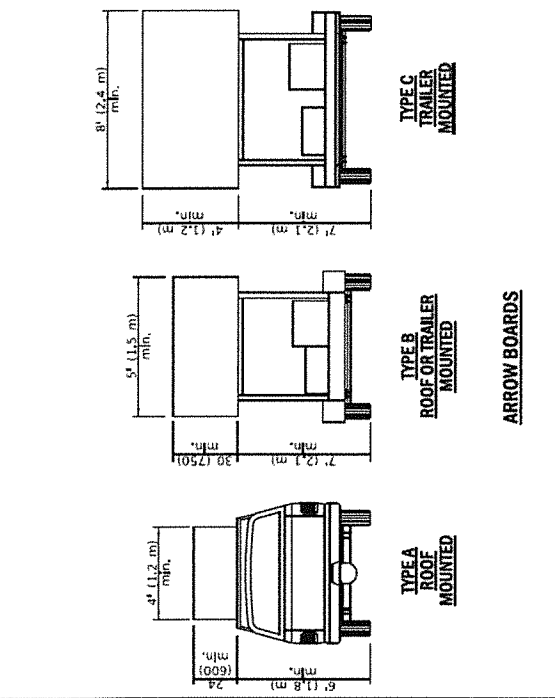


TEMPORARY RUMBLE STRIPS

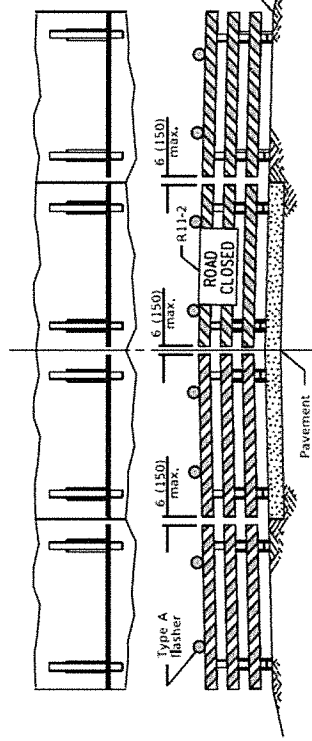


ROAD CLOSED TO THRU TRAFFIC

Reflectized striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign is used, the sign shall be mounted on MCHRP 350 temporary sign supports directly in front of the barricade.



ARROW BOARDS



ROAD CLOSED TO ALL TRAFFIC

Reflectized striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets MCHRP 350 is not available, the sign may be mounted on an MCHRP 350 temporary sign support directly in front of the barricade.

TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

Illinois Department of Transportation

APPROVED: [Signature] January 1, 2015

DESIGNED BY: [Signature] January 1, 2015

ENGINEER OF SAFETY PROGRAMS AND ENGINEERING: [Signature] January 1, 2015

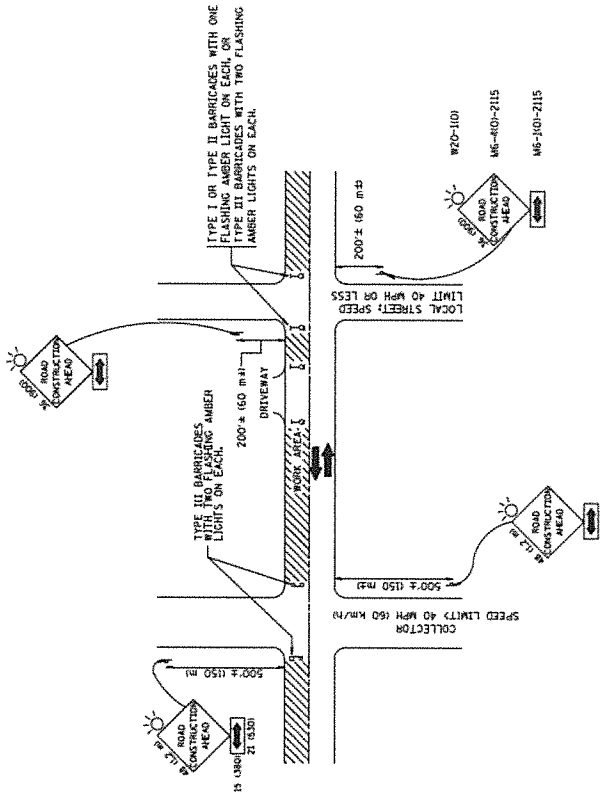
APPROVED: [Signature] January 1, 2015

ENGINEER OF DESIGN AND REQUIREMENT: [Signature]

TRAFFIC CONTROL DEVICES

STANDARD 701901-08

(Sheet 3 of 3)



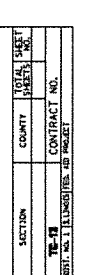
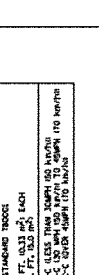
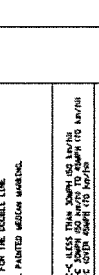
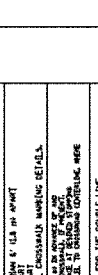
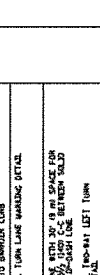
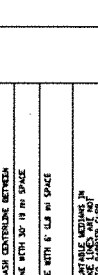
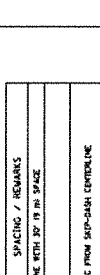
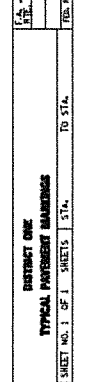
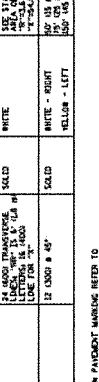
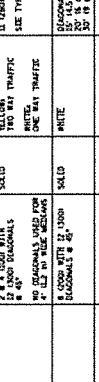
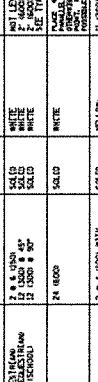
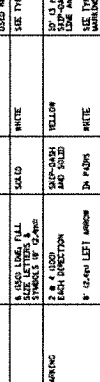
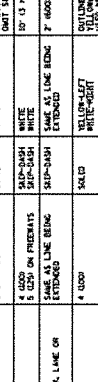
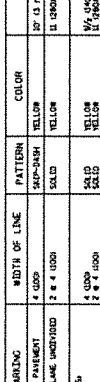
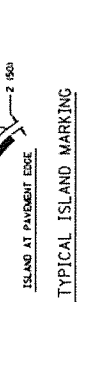
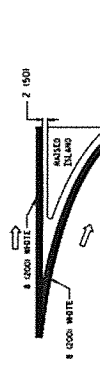
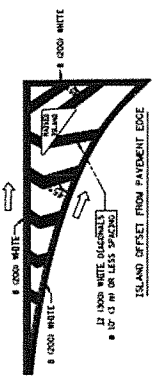
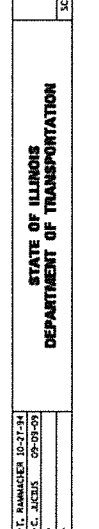
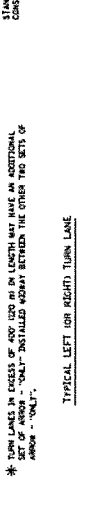
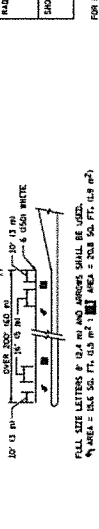
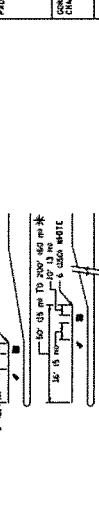
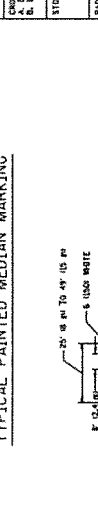
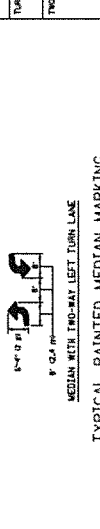
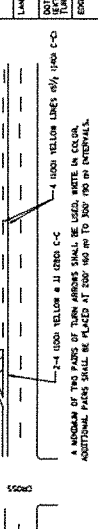
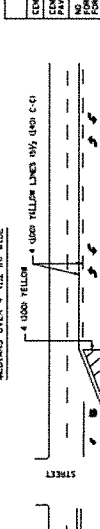
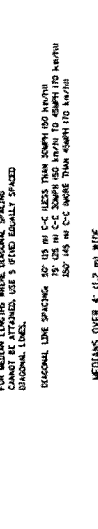
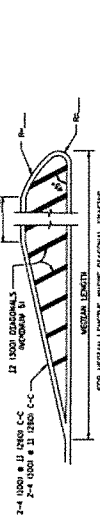
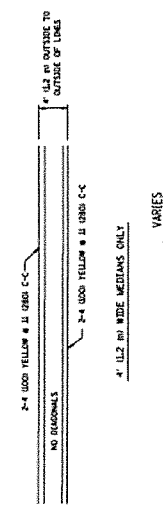
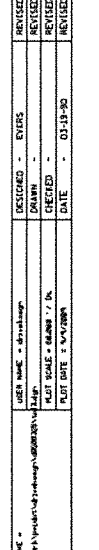
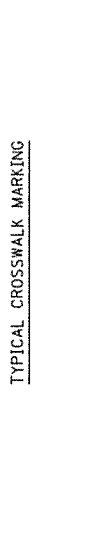
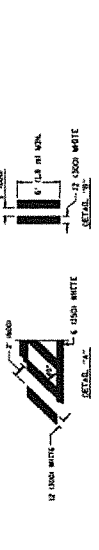
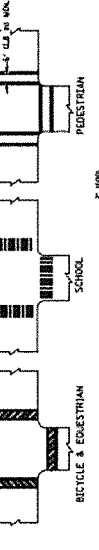
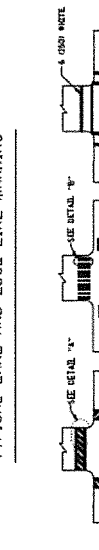
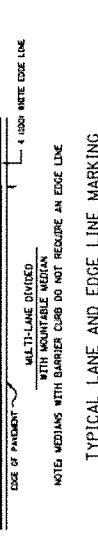
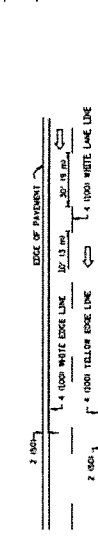
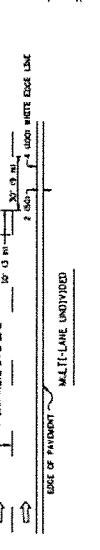
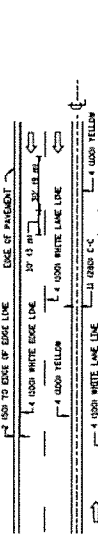
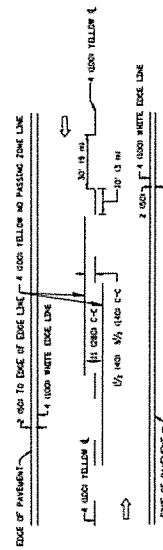
TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS

NOTES:

1. FOR NO LANE RESTRICTION ON THE SIDE ROAD OR DRIVEWAY:
 - a. SIDE ROAD WITH A SPEED LIMIT OF 40 MPH (64 KM/H) OR LESS AS SHOWN ON THE GRADING AND AS DIRECTED BY THE ENGINEER.
 - 1. ONE ROAD CONSTRUCTION ARROW SIGN 30" x 36" (762 mm x 914 mm) WITH A FLASHER AT THE END OF THE MAIN ROUTE OR AT APPROXIMATELY 200 (66 FT) IN ADVANCE OF THE MAIN ROUTE.
 - 2. ONE ROAD CONSTRUCTION ARROW SIGN 30" x 36" (762 mm x 914 mm) WITH A FLASHER AT THE END OF THE MAIN ROUTE.
 - 3. ONE ROAD CONSTRUCTION ARROW SIGN 48" x 48" (1220 mm x 1220 mm) WITH A FLASHER AT THE END OF THE MAIN ROUTE (IT APPROXIMATELY 500 (152) FT IN ADVANCE OF THE MAIN ROUTE).
 - b. THE CLOSED PORTION OF THE MAIN ROUTE SHALL BE PROTECTED BY BARRICADES WITH TYPE II OR TYPE III BARRICADES, 1/2 OF THE CROSS SECTION OF THE CLOSED PORTION.
 2. SIDE ROAD WITH A SPEED LIMIT GREATER THAN 40 MPH (64 KM/H) AS SHOWN ON THE GRADING AND AS DIRECTED BY THE ENGINEER.
 - 1. ONE ROAD CONSTRUCTION ARROW SIGN 30" x 36" (762 mm x 914 mm) WITH A FLASHER AT THE END OF THE MAIN ROUTE (IT APPROXIMATELY 500 (152) FT IN ADVANCE OF THE MAIN ROUTE).
 - 2. ONE ROAD CONSTRUCTION ARROW SIGN 48" x 48" (1220 mm x 1220 mm) WITH A FLASHER AT THE END OF THE MAIN ROUTE (IT APPROXIMATELY 500 (152) FT IN ADVANCE OF THE MAIN ROUTE).
 3. WHEN THE SIDE ROAD LIES BETWEEN THE BEGINNING OF THE MAINLINE CONSTRUCTION AND THE END OF THE MAINLINE CONSTRUCTION, IT SHALL BE USED IN LIEU OF THE DOUBLE HEADED ARROW SIGN-4.
2. FOR A LANE CLOSURE ON A SIDE ROAD OR DRIVEWAY:
 - a. THE WORK AREA SHALL BE PROTECTED BY BARRICADES WITH TYPE II OR TYPE III BARRICADES WITH ONE FLASHING AMBER LIGHT ON EACH OR TYPE II BARRICADES WITH TWO FLASHING AMBER LIGHTS ON EACH.
 - b. TYPE I OR TYPE II BARRICADES WITH ONE FLASHING AMBER LIGHT ON EACH OR TYPE II BARRICADES WITH TWO FLASHING AMBER LIGHTS ON EACH.
 - 1. TYPE I BARRICADES WITH ONE FLASHING AMBER LIGHT ON EACH.
 - 2. TYPE II BARRICADES WITH TWO FLASHING AMBER LIGHTS ON EACH.
 - c. ADVANCE WARNING SIGNS ARE TO BE LIMITED ON DRIVEWAY UNLESS OTHERWISE NOTED.
 - d. THE TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS SHALL BE INCIDENTAL TO THE COST OF SPECIFIED TRAFFIC CONTROL STANDARDS OR TITERS.

All dimensions are in millimeters (inches) unless otherwise shown.

FILE NAME: 2 W:\111111\111111\111111.dwg	DESIGNED - LVA	REVISION - J. CREBLE 10-18-99	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	TRAFFIC CONTROL AND PROTECTION FOR SIDE ROADS, INTERSECTIONS, AND DRIVEWAYS	SECTION	COUNTY	SHEET NO.	TOTAL SHEETS
	CHECKED -	REVISION - A. HOSLER 02-04-98						
USER NAME: wjplambert	DATE: 08-99	REVISION - T. RAMMACKER 01-09-00	SHEET NO. 1 OF 1 SHEETS		TO STA.		CONTRACT NO.	
PLOT NAME: 08080 / 1 D	DATE: 11/1998				11-18			
PLOT DATE: 11/1998					11-18			



TYPE OF MARKING	WIDTH OF LINE	PATTERN	COLOR	SPACING / REMARKS
CENTRAL LINE ON 2-LANE ROADWAY	4' 0.00	SKIP-DASH	YELLOW	10' 0.00 IN LINE WITH 30' 0.00 IN SPACE
CENTRAL LINE ON MULTI-LANE UNDIVIDED ROADWAY	2' 4" 0.00	SOLID	YELLOW	11' 0.00 C-C
NO PASSING ZONE LINE	4' 0.00	SOLID	YELLOW	1/4" 0.00 C-C FROM SKIP-DASH CENTERLINE ON 2-LANE ROADWAY
NO PASSING ZONE LINE FOR ONE DIRECTION	2' 4" 0.00	SOLID	YELLOW	10' 0.00 IN LINE WITH 30' 0.00 IN SPACE
NO PASSING ZONE LINE FOR BOTH DIRECTIONS	4' 0.00	SKIP-DASH	WHITE	10' 0.00 IN LINE WITH 30' 0.00 IN SPACE
SHOULDER LINE ON 2-LANE ROADWAY	4' 0.00	SKIP-DASH	WHITE	7' 0.00 LINE WITH 6' 0.00 IN SPACE
SHOULDER LINE ON MULTI-LANE UNDIVIDED ROADWAY	4' 0.00	SKIP-DASH	WHITE	OUTLINE MOUNTABLE CURB OR BARRIER CURB USED NEXT TO BARRIER CURB
TURN LANE MARKINGS	8' 0.00	SOLID	YELLOW	SEE TYPICAL TURN LANE MARKING DETAIL
TURN LANE MARKING WITH MOUNTABLE CURB	8' 0.00	SOLID	WHITE	SEE TYPICAL TURN LANE MARKING DETAIL
TWO WAY LEFT TURN MARKING	2' 4" 0.00	SKIP-DASH	YELLOW	10' 0.00 IN LINE WITH 30' 0.00 IN SPACE FOR TURN LANE WITH 10' 0.00 IN SPACE BETWEEN SOLID LINES
ONE WAY LEFT TURN MARKING	8' 0.00	SKIP-DASH	WHITE	SEE TYPICAL TURN LANE MARKING DETAIL
ONE WAY RIGHT TURN MARKING	8' 0.00	SKIP-DASH	WHITE	SEE TYPICAL TURN LANE MARKING DETAIL
STOP LINES	24" 0.00	SOLID	WHITE	SEE TYPICAL STOP LINE MARKING DETAIL
PAINTED MEDIAN	2' 4" 0.00	SOLID	YELLOW	SEE TYPICAL PAINTED MEDIAN MARKING
PAINTED MEDIAN WITH MOUNTABLE CURB	2' 4" 0.00	SOLID	WHITE	SEE TYPICAL PAINTED MEDIAN MARKING
PAINTED MEDIAN WITH BARRIER CURB	2' 4" 0.00	SOLID	WHITE	SEE TYPICAL PAINTED MEDIAN MARKING
PAINTED MEDIAN WITH BARRIER CURB AND MOUNTABLE CURB	2' 4" 0.00	SOLID	WHITE	SEE TYPICAL PAINTED MEDIAN MARKING
PAINTED MEDIAN WITH BARRIER CURB AND MOUNTABLE CURB AND MOUNTABLE CURB	2' 4" 0.00	SOLID	WHITE	SEE TYPICAL PAINTED MEDIAN MARKING
PAINTED MEDIAN WITH BARRIER CURB AND MOUNTABLE CURB AND MOUNTABLE CURB AND MOUNTABLE CURB	2' 4" 0.00	SOLID	WHITE	SEE TYPICAL PAINTED MEDIAN MARKING
PAINTED MEDIAN WITH BARRIER CURB AND MOUNTABLE CURB AND MOUNTABLE CURB AND MOUNTABLE CURB AND MOUNTABLE CURB	2' 4" 0.00	SOLID	WHITE	SEE TYPICAL PAINTED MEDIAN MARKING

FOR PLASTER DETAILS ON PAVEMENT MARKING REFER TO STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND PAINT, STANDARD SPECIFICATIONS

4' 0.00 OFFSET FROM PAVEMENT EDGE
4' 0.00 OFFSET FROM PAVEMENT EDGE

TYPICAL ISLAND MARKING

TYPICAL PAINTED MEDIAN MARKING

TYPICAL TURN LANE MARKING

TYPICAL CROSSWALK MARKING

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

DISTRICT ONE
TYPICAL PAVEMENT MARKINGS

FILE NO.	DESIGNED BY	EYERS	REVISION	DATE
10-11-90	10-21-94	10-21-94	10-21-94	10-21-94
10-21-94	10-21-94	10-21-94	10-21-94	10-21-94
10-21-94	10-21-94	10-21-94	10-21-94	10-21-94
10-21-94	10-21-94	10-21-94	10-21-94	10-21-94

SHEET NO.	OF	SHEETS	SCALE	NO. TO STA.
1	1	1	1" = 10'	10+00 TO 10+10

FILE NO.	DESIGNED BY	EYERS	REVISION	DATE
10-11-90	10-21-94	10-21-94	10-21-94	10-21-94
10-21-94	10-21-94	10-21-94	10-21-94	10-21-94
10-21-94	10-21-94	10-21-94	10-21-94	10-21-94
10-21-94	10-21-94	10-21-94	10-21-94	10-21-94

PLANS

PLANS
