



**VILLAGE OF TINLEY PARK**  
**FY 2018 Municipal Parking Lot Improvements**  
**REL Project 17-R0492**

VILLAGE OF TINLEY PARK  
COOK & WILL COUNTIES, ILLINOIS  
NOTICE TO CONTRACTORS

The Village of Tinley Park will receive sealed proposals for the following improvements at the Clerk's office, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477, until 10:00 AM on Thursday August 24, 2017.

FY 2018 MUNICIPAL PARKING LOT IMPROVEMENTS

Proposals will be publicly read aloud on Thursday August 24, 2017 after 10:01 AM. No bid shall be withdrawn after the opening of the proposals without the consent of the President and Board of Trustees for a period of ninety days after the scheduled time of closing bids.

All proposals shall be sealed in an envelope, addressed to the Village of Tinley Park, attention Clerk's office. 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 Bid Documents, including specifications, are on file at the office of the Engineer, Robinson Engineering, Ltd., 17000 South Park Avenue, South Holland Illinois 60473, (phone 708-331-6700), and may be obtained from the Engineer's office upon payment of Twenty Five Dollars (\$25.00) for each paper copy and/or Ten Dollars (\$10.00) per CD format. The bid documents will be issued until 4:30 PM on the last business day preceding the bid. No refund will be made for documents received from the Engineer.

A certified check/bank draft drawn on a solvent bank or a bid bond, payable without condition to the Village of Tinley Park 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 President and Board of Trustees 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 President and Board of Trustees 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.

The Village of Tinley Park Local Vendor Purchasing Policy provides local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the Village of Tinley Park and is licensed by the Village. As such, when considering contracts, the Village of Tinley Park reserves the right to forego the lowest and responsible bid in favor of a local vendor under the following circumstances:

<u>Contract Value</u>	<u>Range (up to a maximum of)</u>
\$0-\$250,000	5%
\$250,000-\$500,000	4%
\$500,000-\$750,000	3%
\$750,000-\$1,000,000	2%
\$1,000,000-\$2,000,000	1%

Responsible bidders are determined pursuant to the criteria set forth pursuant to the criteria set forth in the Village's Responsible Bidder Ordinance No. 2009-O-002.

Bidder qualifications and experience will also be included in the basis for determining the lowest responsible bidder. Prequalifications will be required to be submitted to the engineer by all potential bidders. If in the opinion of the engineer and the President and Board of Trustees, an applicant would not be able to serve the best interest of the Village, a proposal will not be issued to the applicant.

President and Board of Trustees  
Village of Tinley Park  
Cook & Will Counties, Illinois

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PROPOSAL  
and  
CONTRACT

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**PROPOSAL**

TO THE OWNER, Village of Tinley Park

1. Proposal of A. Construction, Inc.  
(name and address of bidder)

1488 S. Broadway, Oak City, IL 60451/6

e. leasure@akonstruktion.net Everett Leasure  
(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 11-30-17 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: \_\_\_\_\_

Village of Tinley Park

The amount of the bond, check or draft is Ten thousand bid bond

( \$ 10,000 Bid Bond )

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)

D. Construction, Inc.  
1488 S. Broadway  
Coal City, IL 60416

### OWNER:

(Name, legal status and address)

Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, IL 60477

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116  
Mailing Address for Notices

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.

BOND AMOUNT: 10% Ten Percent of Amount Bid

### PROJECT:

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

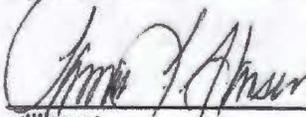
FY 2018 Municipal Parking Lot Improvements

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.

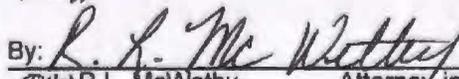
Signed and sealed this 24th day of August, 2017.

  
\_\_\_\_\_  
(Witness)

D. Construction, Inc.  
(Principal) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title) Kenneth Eicko, President

Liberty Mutual Insurance Company  
(Surety) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title) R.L. McWethy, Attorney-in-Fact



State of Illinois }  
                          } ss.  
County of DuPage }

On 24<sup>th</sup> day of August, 2017, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R.L. McWethy known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 06/24/2018

Debra A. Couch  
Debra A. Couch, Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint R.L. McWethy of the city of Downers Grove, state of IL, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: D. Construction, Inc.  
Obligee Name: Village of Tinley Park  
Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6<sup>th</sup> day of March, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

On this 6<sup>th</sup> day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of August, 2017.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

**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) \$1,000,000 - \$90,000,000.00  
(c) For whom? IDOT, various counties and municipalities as well as numerous private owners
3. Do you have sufficient equipment to perform this work? yes  
If so, list major items: See attached list
4. Give Bank reference: First Midwest Bank  
Address: 220 W. Main Street, Morris, IL 60880
5. List names and addresses of major suppliers:  
Leiberg - Dept. CH 19383, Peukin, IL 60055  
Conch Services - P.O. Box 7369, Lisle, IL 60546  
Vulcan - 1000 E. Adamsville Road, Suite 100, Agawick, IL 60823
6. Have you ever had, or do you now have, funds withheld for non-completion of work to the satisfaction of any municipality? no  
(a) If so where? N/A  
(b) For what reason? N/A
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 10 calendar days.

**CERTIFICATE OF ELIGIBILITY TO BID**

I, Kenneth Jandeno & Co. Constructors, Inc. (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: 8-24-17

By:   
(Name of Contractor) Kenneth Jandeno  
President  
(Title)



Local Agency Village of Tinley Park

Location Various

Description FY 2018 Municipal Parking Lot Improvements

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 \$ 283,165.90					
Item No.	Items	Unit	Quantity	Unit Price	Total
1	PREPARATION OF BASE	SQ YD	100	8.00	800.00
2	AGGREGATE BASE REPAIR	Ton	50	25.00	1,250.00
3	BITUMINOUS MATERIALS (TACK COAT)	POUND	5,596	.01	55.96
4	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	Ton	1,305	78.00	101,790.00
5	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	12,400	2.70	33,480.00
6	COMBINATION CURB AND GUTTER REMOVAL	FOOT	130	10.00	1,300.00
7	CLASS D PATCHES, TYPE IV, 2 INCH	SQ YD	850	20.00	17,000.00
8	CLASS D PATCHES, TYPE IV, 4 INCH	SQ YD	2,412	30.00	72,360.00
9	CLASS D PATCHES, TYPE IV, 10 INCH	SQ YD	350	75.00	26,250.00
10	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-8.12	FOOT	150	45.00	6,750.00
11	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	270	5.00	1,350.00
12	PAINT PAVEMENT MARKING - LINE 4"	FOOT	6,700	.40	2,680.00
13	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	4	400.00	1,600.00
14	RUBBER ADJUSTING RINGS	EACH	8	150.00	1,200.00
15	REMOVE EXISTING PARKING BLOCKS	EACH	30	30.00	900.00
16	CONCRETE PARKING BLOCKS	EACH	30	75.00	2,250.00
17	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	50	10.00	500.00
18	SODDING	SQ YD	50	15.00	750.00
19	CONTINGENCY	L SUM	1	10,000	\$10,000.00

**SIGNATURES**

(If an Individual)

Signature of Bidder .....

Business Address .....

(If a co-partnership)

Firm Name ..... (SEAL)

Signed by ..... (SEAL)

Business Address .....

Insert  
Names and  
Addresses of  
All Members  
of the Firm  
.....  
.....  
.....  
.....

(If a corporation)

Corporate Name *D. Conductor, Inc.* .....

Signed By *[Signature]* .....

President

Business Address *1488 S. Broadway  
Coal City, IL 60416* .....

(Corporate Seal)

Insert  
Names of  
Officers

President *Kenneth Sanders* .....

Secretary *Tamara L. Houser* .....

Treasurer *Tamara L. Houser* .....

Attest: *[Signature]* .....

Secretary

Phone Number *815-634-2555*

**BIDDER'S CERTIFICATE**

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

FY 2018 Municipal Parking Lot Improvements  
Name of Project

for the Village/City/Town of Tinley Park, County of Cook,

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

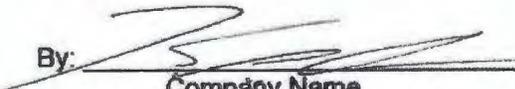
and that his proposal for the work is based on the conditions and requirements therein;

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: 

Company Name

Date: 8-24-17

CONTRACT

1. THIS AGREEMENT, made and concluded this 5 day of Sept, 2017 between the Village of Tinley Park, acting by and through its Mayor & Board of Trustees known as the party of the first part, and D. Construction, Inc., 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 VILLAGE OF TINLEY PARK, IL  
(Party of the First Part)

By: [Signature]

Title: Jacob C. Vandenberg, Mayor

Attest: [Signature]

Title: Kristin A. Thirion, Village Clerk



Executed by Municipality

FOR THE CONTRACTOR  
(Party of the Second Part)

D. Construction, Inc.

By: [Signature]

Title: President

Attest: [Signature]

Title: Sec/Treas

CORPORATE SEAL

Executed by Contractor



such work, for any reason whatsoever, during the time of the performance thereof and until the said work shall have been accepted, and shall hold the aforesaid Owner and its or his agents harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this 8th day of September A.D. 20 17

Contractor's corporate name: D. Construction, Inc.

By:   
President Kenneth Sandeno

CORPORATE SEAL

Attest:   
Secretary Tamara L. Hansen

Executed by Contractor

Surety's corporate name: Liberty Mutual Insurance Company

By:   
Attorney-in-fact R. L. McWethy

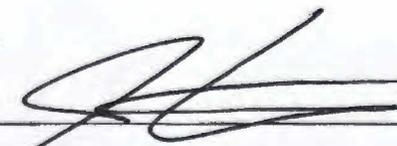
CORPORATE SEAL

By: \_\_\_\_\_  
Attorney-in-fact

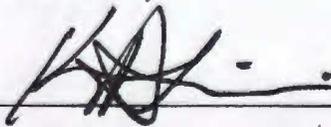
Executed by Surety for Contractor

APPROVED THIS 5<sup>th</sup> DAY OF Sept A.D. 20 17

VILLAGE OF TINLEY PARK, IL

By:   
Title: Jacob C. Vandenberg, Mayor

ATTEST FOR VILLAGE OF TINLEY PARK, IL

By:   
Title: Kristin A. Thirion, Village Clerk

MUNICIPAL SEAL

Executed by Municipality

STATE OF Illinois )  
 ) SS  
COUNTY OF DuPage )

I, Debra A. Couch, a Notary Public in and for said County in the State aforesaid, do hereby certify that Kenneth Sandeno and Tamara L. Hansen, to me personally known to be president and secretary, respectively, of D. Construction, Inc., 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 president and secretary 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.

Executed by Contractor

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 8th DAY OF September A.D. 20 17

SEAL



Debra A. Couch  
Notary Public

STATE OF Illinois )  
 ) SS  
COUNTY OF DuPage )

I, Debra A. Couch, a Notary Public in and for said County in the State aforesaid, do hereby certify that R. L. McWethy who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney in Fact for Liberty Mutual Insurance Company appeared before me this day in person and acknowledged that he signed the name of R. L. McWethy 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.

Executed by Surety

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 8th DAY OF September A.D. 20 17

SEAL



Debra A. Couch  
Notary Public

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7798817

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dawn L. Morgan; Debra A. Couch; Diane M. Rubright; Elaine G. Marcus; James I. Moore; Jennifer J. McComb; Kelly A. Gardner; Kevin J. Scanlon; Melissa Schmidt; R. L. McWethy; Rob W. Kegley Jr; Stasha Knechtel; Stephen T. Kazmer; Tariese M. Pisciotto

all of the city of Downers Grove, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of June 2017



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 13th day of June 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of September, 2017



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage note, lease, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Hub International Midwest		NAMED INSURED D Construction, Inc. 1488 S. Broadway Coal City IL 60416	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Pollution Liability  
Tokio Marine Insurance NAIC 11216  
Policy #PPK1478920  
Effective 4/5/16 - 4/5/19  
\$5,000,000 Limit  
Project: Village of Tinley Park - FY2018 Municipal Parking Lot Improvements  
Robinson Engineering Ltd and the Village of Tinley Park are included as additional insureds on the above General Liability policy on a primary/noncontributory basis if required by written contract per the attached CG2010/2037 10/01.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p><b>Name of Person or Organization:</b></p> <p>Any owners, lessees or contractors whom you have agreed to include as an additional insured under a written contract provided that such was executed prior to an occurrence. Location(s) of Covered Operations: All Locations</p>
<p><b>(Effective April 5, 2017)</b></p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:**

**2. Exclusions**

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<b>Name of Person or Organization:</b> Any owners, lessees or contractors whom you have agreed to include as an additional insured under a written contract provided that such was executed prior to an occurrence.
<b>Location And Description of Completed Operations:</b> AJI Locations and Completed Operations
<b>Additional Premium: Included</b> (Effective April 5, 2017)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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# DIVISION I

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## GENERAL REQUIREMENTS AND COVENANTS

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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](mailto: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.

7-27 SAMPLE INSURANCE CERTIFICATE

EMAIL ALL CERTIFICATES TO RELCERTIFICATES@THEHORTONGROUP.COM

**ACORD** **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).

<b>PRODUCER</b> YOUR INSURANCE AGENT	<b>CONTACT NAME:</b> PHONE (A/C No./Ext): <span style="float: right;">FAX (A/C No.):</span> E-MAIL ADDRESS: ADDRESS: INSURER(S) AFFORDING COVERAGE: <span style="float: right;">NAIC #</span> INSURER A: CARRIERS MUST BE RATED INSURER B: A-VII OR BETTER INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> YOUR NAME AND ADDRESS	

**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.

INSR LTR	TYPE OF INSURANCE	ADD. SUBR. (INSR. W/O)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PER OCC <input type="checkbox"/> LOC	Y Y	POLICY NUMBER	EFF DATE	EXP DATE	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E&O/PP/OP) \$ ANY LIMIT MED EXP (Any one person) \$ ANY LIMIT PERSONAL & ADV 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 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y	POLICY NUMBER	EFF DATE	EXP DATE	COMBINED SINGLE LIMIT (E&O/PP/OP) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	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 OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N N/A Y	POLICY NUMBER	EFF DATE	EFF DATE	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYER \$ 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, Add/Bond/Renewal 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.

<b>CERTIFICATE HOLDER</b> OWNER	<b>CANCELLATION</b> 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.

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# DIVISION II

Technical Specifications

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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.

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2017

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

ERRATA Standard Specifications for Road and Bridge Construction  
(Adopted 4-1-16) (Revised 1-1-17)

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## Check Sheet For Recurring Special Provisions



The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

### Recurring Special Provisions

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4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	40
5	<input type="checkbox"/> Required Provisions - State Contracts	45
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	51
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	52
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	53
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	54
10	<input type="checkbox"/> Construction Layout Stakes	57
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	60
12	<input type="checkbox"/> Subsealing of Concrete Pavements	62
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	66
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing	68
15	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	69
16	<input type="checkbox"/> Polymer Concrete	70
17	<input type="checkbox"/> PVC Pipeliner	72
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19	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	75
20	<input type="checkbox"/> Work Zone Public Information Signs	77
21	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	78
22	<input type="checkbox"/> English Substitution of Metric Bolts	79
23	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	80
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25	<input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	89
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27	<input type="checkbox"/> Reserved	107
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30	<input type="checkbox"/> Preventive Maintenance - Micro-Surfacing	129
31	<input type="checkbox"/> Preventive Maintenance - Slurry Seal	140
32	<input type="checkbox"/> Temporary Raised Pavement Markers	149
33	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	150
34	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	153

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

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LRS 13	<input type="checkbox"/> Selection of Labor	182
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SPECIAL  
PROVISIONS

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**VILLAGE OF TINLEY PARK**  
**MUNICIPAL PARKING LOT IMPROVEMENTS**

**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 Division I General Requirements and Covenants; and the Division II Technical Specifications which apply to and govern the proposed improvement in Cook and Will Counties, 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 Requirements 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.

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**LOCATION OF IMPROVEMENTS (Exhibits enclosed in bid documents)**

- Location #1 – Fire Station 3
- Location #2 – Tinley Park Library
- Location #3 – Public Works Facility
- Location #4 – Fire Training Center
- Location #5 – Fire Station 1
- Location #6 – Municipal Lot (Ed & Joe's)
- Location #7 – Municipal Lot (Spring Fort Hall)
- Location #8 – Village Hall

**SCOPE OF WORK**

Location #1 – Fire Station 3- The scope of work at this location includes combination curb and gutter removal and replacement and various pavement patching in the parking lot. Final patching locations are subject to change based on field conditions and will be marked in the field by the Village or Authorized Representative.

Location #2 – Tinley Park Library: The work to be performed at this location will consist of removal and replacement of hot-mix asphalt surface course, pavement markings, and all incidental and collateral work necessary to complete the improvements as shown on the plans and as described herein. Full closure of the lot will not be allowed and work must be completed in stages.

Location #3 – Public Works Facility: The work to be performed at this location will consist of various Class D Patches and all incidental and collateral work necessary to complete the improvement as shown on the plans and as described herein. Final patching locations are subject to change based on field condition and will be marked in the field by the Village or Authorized Representative. Coordination of work on this lot must be done well in advance due to fuel station use.

Location #4 – Fire Training Center: The work to be performed at this location will consist of various Class D Patches and all incidental and collateral work necessary to complete the improvement as shown on the plans and as described herein. Final patching locations are subject to change based on field condition and will be marked in the field by the Village or Authorized Representative. Coordination of work on this lot must be done well in advance due to FAA regulations regarding the helipad and various training activities.

Location #5 – Fire Station 1: The work to be performed at this location will consist of removal and replacement of hot-mix asphalt surface course, pavement markings, and all incidental and collateral work necessary to complete the improvements as shown on the plans and as described herein. Access to Fire Station must be maintained at all times.

Location #6 – Municipal Lot (Ed & Joe's): The work to be performed at this location will consist of combination curb and gutter removal and replacement and removal and replacement of hot-mix asphalt surface course, pavement markings, and all incidental and collateral work necessary to complete the improvements as shown on the plans and as described herein. Full closure of the lot will not be allowed and work must be completed in stages.

Location #7 – Municipal Lot (Spring Fort Hall)- The scope of work at this location includes combination curb and gutter removal and replacement and various pavement patching in the parking lot. Final patching locations are subject to change based on field conditions and will be marked in the field by the Village or Authorized Representative.

Location #8 – Village Hall – (not shown in plans) 16250 South Oak Park Avenue- The scope of work at this location includes pavement patching in the parking lot near the Oak Park Avenue Entrance and into the North lot if funds allow. Final patching locations are subject to change based on field conditions and will be marked in the field by the Village or Authorized Representative.

The quantities called for in this contract for ALL locations indicate the approximate amount of work to be expected. The actual amounts for the various items may vary depending upon actual field conditions. The Village reserves the right to reduce or increase the scope of project quantities and to delete entire line items. It shall be understood and agreed upon that the unit prices for these items shall prevail throughout the period of the contract and that no additional compensation per unit price or otherwise will be allowed for any increase or decrease in the quantities including, but not limited to, decreases due to the deletion of an entire location/section of the improvement. No increase in unit price will be allowed if method of construction changes due to decreased quantity.

#### **PREQUALIFICATION**

The Contractor shall have sufficient experience, as determined by the Owner and his representatives, in the field of municipal parking lot construction/reconstruction and underground work to warrant release of the bid documents. The contractor shall provide such documentation as is deemed necessary upon request. If this information is not satisfactorily completed, the bid documents shall be withheld.

#### **PREFERENCE TO VETERANS**

Attention is called to assure compliance with Illinois Compiled Statutes Veteran's Preference Act 330 ILCS 55/. "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 have been members of the armed forces or allies of armed forces of allies of the United States in time of hostilities with a foreign country..."

#### **WAGE RATES**

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

**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.

**PUBLIC CONSTRUCTION ACT, 30 ILCS 557/1**

Pursuant to the home rule powers of the Village, Public Construction Act 30 ILCS 557/1 shall not be applicable to this contract.

**PUBLIC UTILITIES**

It is solely the Contractor's responsibility to contact the utility companies in order to obtain the definite locations of all utilities prior to construction.

**WORK HOURS**

The following work hours shall be kept unless written permission is received from the Village of Tinley Park. The Contractor may prosecute work between the hours of 7:00 a.m. and dusk each workday. However, no work will be permitted between dusk and 7:00 a.m., on Sundays, or on holidays, without prior written permission of the Village. Special coordination for some of the lots is specified on the exhibits appropriately.

**PUBLIC AND RESIDENT NOTIFICATION**

If the Contractor is required to impede access to any driveway/property for any reason during the course of this project, the Contractor shall provide 24 hour advance written notice to the affected residents. The notification shall be of a form and method as approved by the Village of Tinley Park.

Additional requirements regarding notification signage and traffic movement signage is specified on the appropriate exhibits.

**MATERIAL INSPECTION REPORTS**

The Contractor shall be responsible for material inspection required for various items incorporated in this project. Also, all documentation is to be submitted to the Village or Authorized Representative, immediately following completion of this project. Five percent (5%) of the final contract amount due the Contractor will be withheld pending receipt of said documentation.

**GUARANTEE**

All materials and equipment shall be guaranteed for a period of one (1) year from the date of written acceptance by the Owner. Upon receipt of notice from the Owner of failure of any part of the improvements during the guarantee period, replacement of the improvements shall be furnished and installed by the Contractor at no additional cost to the Village of Tinley Park.

**COMPLETION SCHEDULE**

The contractor is advised that all paving work shall be completed on or before November 23, 2017, all striping, landscaping and punch list work shall be completed by November 30, 2017. Penalties for the completion date and any other restrictions outlined herein shall be assessed at the rate of \$1,000 per calendar day.

**TRACKING OF QUANTITIES**

During the course of the contract, the Contractor shall maintain a list of each location for which work was performed along with the individual quantities and cost breakdown for each location. This tracking will help ensure that the funding allotment is not exceeded during the work. It is the responsibility of the Contractor to ensure his work does not exceed the funding limits established by the Village.

**VIDEO OF CONSTRUCTION ROUTE**

Prior to the start of any construction or excavation, the contractor shall video record the existing conditions in the area of the construction route. The video shall be done on standard color DVD. The contractor shall supply the Village or Authorized Representative with two copies of the video prior to starting construction. The video shall include the following:

- |                      |                       |                               |
|----------------------|-----------------------|-------------------------------|
| 1. Full right-of-way | 2. Parkway condition  | 3. Pavement condition         |
| 4. Curb condition    | 5. Driveway condition | 6. Existing manholes          |
| 7. Fire hydrants     | 8. Fences             | 9. Trees and landscaped areas |

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 video recording shall be made on a DVD or other approved equal, and shall conform to Japan Electronics and Information Technology Industries Association (JEITA) standards. The format of recording and type of media used shall remain the same throughout the project. When the recorded video 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 report shall be recorded by the operating technician on the video 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 is completed will not be permitted.

Video recordings shall be enclosed in vinyl plastic containers, which shall clearly indicate the date the video was taken, the designated section(s) of construction contained on the tape, and the label "VILLAGE OF TINLEY PARK FY 2018 Municipal Parking Lot Improvements (Project #17-R0492)." One (1) copy of the finished video shall be delivered to the Village or Authorized Representative prior to commencing excavation.

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 incidental to the contract.

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 videotape. The cost of videotaping and log preparation shall not be compensated for separately, but shall be considered incidental to the contract.

**TRAFFIC CONTROL**

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.

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: 701901

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. Traffic Control and Protection will not be paid for separately, but instead shall be considered incidental to the contract.

**STOCKPILING OF MATERIALS AND END OF DAY CLEAN UP**

Stockpiles shall not impede traffic, parking or access at any time. Any areas disturbed by stockpiles shall be restored to existing conditions and shall be considered incidental to the contract.

At the end of each working day, the contractor shall provide a steel plate, barricades, warning tape and any other safety measures deemed necessary by the Village/Village or Authorized Representative over any and all excavated areas so that traffic, parking or access is not impeded during non working hours. Access to the property shall be maintained at all times. Placement of temporary aggregate in the roadway and in driveway areas disturbed by the construction shall be used until final conditions are met. The cost for materials and traffic control items necessary to meet these requirements shall be considered incidental to the contract.

**CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD) REQUIREMENTS PER PUBLIC ACT 94-1416**

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 Contractor will be responsible for all aspects of sampling, testing and certification of clean soil. The following protocol should be followed:

1. Identify the name and location of the Contractor's intended CCDD facility to the Village. It is up to the Contractor to coordinate with their intended receiving CCDD facility in advance of bidding to ensure that the facility will accept material from the project area and to identify the laboratory testing or certifications required for disposal acceptance. The Contractor is responsible for sample collection, testing and clean soil certifications.
2. Submit grab soil sample(s) under a signed chain of custody form to an accredited laboratory for chemical analysis using USEPA Publication No. SW-846 Test Methods (Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods) and in accordance with the requirements outlined in 35 IAC 742 (Tiered Approach to Corrective Action Objectives). The testing shall be conducted on a standard (5 to 7 day) or RUSH (1 to 3 day) turnaround-time as determined by the Contractor and their retained Licensed Professional Village or Authorized Representative or Licensed Professional Geologist. A list of accredited laboratories is available at the IEPA website (<http://www.epa.state.il.us/well/list-accredited-labs.html>).
3. Documentation of any chemical analysis must include but is not limited to:
  - a. Chain of custody control;
  - b. A copy of the lab analysis;
  - c. Accreditation status of the laboratory performing the analysis; and
  - d. Certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the IEPA's rules for the accreditation of environmental laboratories and the scope of the accreditation.

4. If the soil is determined to be clean, the Contractor shall provide the Uncontaminated Soil Certification by Licensed Professional Village or Authorized Representative or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation Form (IEPA Form LPC-663) completed and signed by a Licensed Professional Village or Authorized Representative or Licensed Professional Geologist.
5. The Contractor shall provide a copy of all lab analyses and certification forms to the intended CCDD facility and the Village.

This work shall not be paid for separately but shall be considered incidental to the contract.

If any contaminated soil is encountered that requires landfill disposal as a non-special waste, special waste or hazardous waste, it will be paid for per Article 109.04 of the Standard Specifications.

#### **SAW CUT JOINTS**

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

#### **REMOVE EXISTING PARKING BLOCKS**

This work shall consist of the removal and proper disposal of existing parking blocks at locations shown on the plans or as directed by the Village or Authorized Representative. The Contractor shall take special care to not damage the adjacent sidewalk during the removal and disposal of the parking blocks. Any damage to the adjacent sidewalk shall be repaired at the contractor's expense.

This work will be paid for at the contract unit price per EACH for REMOVE EXISTING PARKING BLOCKS, which price shall include all labor, equipment and materials required to complete the work as specified herein.

#### **CONCRETE PARKING BLOCKS**

Concrete parking blocks shall be installed at locations as indicated on the plans or as directed by the Village or Authorized Representative. The parking blocks shall be Precast Reinforced Concrete measuring 6-foot long, 9-inches wide and 5-inches high. The parking blocks shall be anchored to the HMA pavement utilizing anchor pins.

This work shall be paid for at the contract unit price per EACH for CONCRETE PARKING BLOCKS.

#### **CLASS D PATCHING**

This work shall be done in accordance with the applicable articles in Sections 406 and 442 of the Standard Specifications.

Class D patches, 2 inch shall consist of 2 inches of surface

Class D patches, 4 inch shall consist of 2 inches of binder and 2 inches of surface.

Class D patches, 10 inch shall consist of 8 inches of binder and 2 inches of surface.

#### **DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED**

This work shall consist of the adjustment of drainage and utility structures at those locations as indicated in the plans or as directed by the Village or Authorized Representative in the field. The General Contractor shall be responsible for coordinating this work with the subcontractor, not the Village or their authorized representative. This work shall be completed in accordance with the applicable portions of Section 602 of the Standard Specifications. ***All adjustments shall be made with rubber adjustment rings unless otherwise directed by the Village or Authorized Representative. The cost for the rubber adjustment rings will be paid for separately and shall not be included in the cost of the structure adjustment.***

Concrete will not be allowed to fill the gap between the structure and the existing pavement. A full depth patch will be required and will be paid for at the Class D patch unit price. This work will be paid for at the contract unit price EACH for DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED.

**RUBBER ADJUSTING RINGS**

This work shall consist of the adjustment and/or reconstruction of drainage and utility structures at those locations as directed by the Village or Authorized Representative in the field using rubber fibrepolyurethane prepolymer composite adjusting rings as approved by the Village or Authorized Representative. This pay item reflects the cost of the material only. Installation shall be included in the pay item for the drainage and utility structures to be adjusted. Tapered adjusting rings shall be used where necessary to match the profile of the pavement. In order to minimize the number of rings used, thicker rings shall be used where practical (i.e one 3 inch ring rather than 3- one inch rings). The Contractor shall examine all adjustments in the field prior to ordering materials.

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

**VILLAGE OF TINLEY PARK LOCAL VENDOR PURCHASING POLICY**

The Village of Tinley Park believes it is important to provide local vendors with opportunities to provide goods and services to the Village of Tinley Park. This belief is based upon the fact that the active uses of commercial properties in Tinley Park benefits the community through stabilization of property tax, the creation of local sales tax and the provision of employment opportunities for citizens of the community and surrounding region. In an effort to promote the aforementioned benefits, the Village of Tinley Park wishes to provide local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the Village of Tinley Park and is licensed by the Village. The Village will not award a contract to a local vendor when the difference between the local vendors bid and the otherwise lowest responsive and responsible bid exceeds the applicable percentage indicated as follows. As such, when considering contracts, the Village of Tinley Park reserves the right to forego the lowest responsive and responsible bid exceeds the applicable percentage indicated as follows. As such, when considering contracts, the Village of Tinley Park reserves the right to forego the lowest responsive and responsible bid in favor of a local vendor under the following circumstances:

<u>Contract Value</u>	<u>Range (up to a maximum of)</u>
\$0 to \$250,000	5%
\$250,000 to \$500,000	4%
\$500,000 to \$750,000	3%
\$750,000 to \$1,000,000	2%
\$1,000,000 to \$2,000,000	1%

Under no circumstances will any contract be awarded to a local vendor when the local vendor's bid exceeds the lowest responsive and responsible bid by \$25,000 or more.

This policy shall ONLY apply if formal notice of the aforementioned criteria is provided as part of the bid specifications. In addition, it should be noted that the Village of Tinley Park shall not be obligated to forego the low bidder in favor of the local vendor under any circumstances. However, this policy simply provides the Village with the option of doing so when applicable. Furthermore, this policy shall not apply in any situation where any portion of the contract amount is being paid with funds other than Village monies. Specifically, this policy shall not apply in any situation where the Village has received a grant or otherwise received a source of funds other than its own funds.

**RESPONSIBLE BIDDER**

For any construction project undertaken by the Village to which the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. is applicable, in order to be considered a "responsible bidder" on Village Public Works Projects, a bidder must

comply with the following criteria, and submit acceptable evidence of such compliance, in addition to any other requirements as determined from time to time by the Village for the specific type of work to be performed:

- (a) Compliance with all applicable laws and Village Codes and Ordinances prerequisite to doing business in Illinois and in the Village;
- (b) Compliance with:
  - a. Submittal of Federal Employer Tax Identification Number or Social Security Number (for individual), and
  - b. Provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Federal Executive Order No. 11375 (known as the Equal Employment Opportunity Provisions);
- (c) Furnishing certificates of insurance indicating at least the following coverages at minimum limits established by the Village: general liability, workers' compensation, completed operations, automobile, hazardous occupation, product liability, and professional liability;
- (d) Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades covered by the Act;
- (e) Participation in apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training;
- (f) Compliance with the applicable provisions of the Illinois Human Rights Act and the rules of the Illinois Human Rights Commission, including the adoption of a written sexual harassment policy;
- (g) Furnishing of required performance and payment bonds;
- (h) Furnishing certification of no delinquency in the payment of any tax administered by the Illinois Department of Revenue;
- (i) Furnishing certification that the bidder is not barred from bidding or contracting as a result of a violation of either Section 33E or 33E-4 of Chapter 720, Article 5 of the Illinois Compiled Statutes; and
- (j) Furnishing evidence that the bidder has not only the financial responsibility but also the ability to respond to the needs of the Village by the discharge of the contractor's obligations in accordance with what is expected or demanded under the terms of the contract.

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# PREVAILING WAGES

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This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

COOK COUNTY  
PREVAILING WAGE  
RATES EFFECTIVE  
JUNE 5, 2017

TradeTitle	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	All		40.40	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
ASBESTOS ABT-MEC	All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40
BRICK MASON	All	BLD		44.88	48.84	1.5	1.5	2.0	10.25	15.30	0.00	0.85
CARPENTER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
CEMENT MASON	All	All		44.25	46.25	2.0	1.5	2.0	13.65	15.51	0.00	0.65
CERAMIC TILE FNSHER	All	BLD		37.81		1.5	1.5	2.0	10.55	10.12	0.00	0.65
COMM. ELECT.	All	BLD		42.02	44.82	1.5	1.5	2.0	8.88	12.78	0.59	0.75
ELECTRIC PWR EQMT OP	All	All		48.90	53.90	1.5	1.5	2.0	11.41	16.39	0.00	3.10
ELECTRIC PWR GRNDMAN	All	All		38.14	53.90	1.5	1.5	2.0	8.90	12.78	0.00	2.75
ELECTRIC PWR LINEMAN	All	All		48.90	53.90	1.5	1.5	2.0	11.41	16.39	0.00	3.10
ELECTRICIAN	All	All		46.10	49.10	1.5	1.5	2.0	14.33	15.52	0.70	1.00
ELEVATOR CONSTRUCTOR	All	BLD		51.94	58.43	2.0	2.0	2.0	14.43	14.96	4.16	0.90
FENCE ERECTOR	All	All		38.34	40.34	1.5	1.5	2.0	13.15	13.10	0.00	0.40
GLAZIER	All	BLD		41.70	43.20	1.5	2.0	2.0	13.94	18.99	0.00	0.94
HT/FROST INSULATOR	All	BLD		49.95	52.45	1.5	1.5	2.0	11.62	12.26	0.00	0.72

IRON WORKER	All	All		46.20	48.20	2.0	2.0	2.0	13.65	21.52	0.00	0.35
LABORER	All	All		40.20	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
LATHER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	1.30
MARBLE FINISHERS	All	All		33.45	33.45	1.5	1.5	2.0	10.25	14.44	0.00	0.46
MARBLE MASON	All	BLD		44.13	48.54	1.5	1.5	2.0	10.25	14.97	0.00	0.59
MATERIAL TESTER I	All	All		30.20	30.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MATERIALS TESTER II	All	All		35.20	35.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MILLWRIGHT	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
OPERATING ENGINEER	All	BLD	1	49.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	2	47.80	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	3	45.25	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	4	43.50	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	5	52.85	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	6	50.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	7	52.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	FLT	1	54.75	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	2	53.25	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	3	47.40	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	4	39.40	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	5	56.25	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35

OPERATING ENGINEER	All	FLT	6	37.00	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	HWY	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON WORKER	All	All		45.75	48.25	2.0	2.0	2.0	13.65	18.99	0.00	0.75
PAINTER	All	All		44.55	49.30	1.5	1.5	1.5	11.50	11.10	0.00	1.27
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIVER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		42.25	44.79	1.5	1.5	2.0	13.65	9.50	5.00	0.65
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		43.03	46.47	1.5	1.5	2.0	10.73	21.87	0.00	0.75
SIGN HANGER	All	BLD		31.31	33.81	1.5	1.5	2.0	4.85	3.28	0.00	0.00
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	All	All		42.07	44.07	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79

TILE MASON	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY WRKR	All	HWY		33.50	39.50	1.5	1.5	2.0	6.00	7.25	0.00	0.50
TRUCK DRIVER	E	All	1	35.60	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	All	2	35.85	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	All	3	36.05	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	All	4	36.25	36.25	1.5	1.5	2.0	8.56	11.50	0.00	0.15
TRUCK DRIVER	W	All	1	35.98	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	All	2	36.13	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	All	3	36.33	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	All	4	36.53	36.53	1.5	1.5	2.0	8.25	10.14	0.00	0.15
TUCK POINTER	All	BLD		44.90	45.90	1.5	1.5	2.0	8.30	14.29	0.00	0.48

#### Explanations

#### COOK COUNTY

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

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

#### EXPLANATION OF CLASSES

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

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable

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

used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS ELECTRICIAN

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

## MARBLE FINISHER

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

sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

#### **OPERATING ENGINEER - BUILDING**

**Class 1.** Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle

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

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication

Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck

Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

#### OPERATING ENGINEER - FLOATING

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

Class 2. Crane/Backhoe Operator; Boat Operator with towing

endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge);  
Leverman (Hydraulic Dredge); Diver Tender.

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials  
that may be used by the Mosaic Terrazzo Mechanic, and the mixing,

grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY

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

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

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

Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted

crane trucks with hoist and accessories; Foreman; Master Mechanic;  
Self-loading equipment like P.B. and trucks with scoops on the front.

**Other Classifications of Work:**

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

**LANDSCAPING**

Landscaping work falls under the existing classifications for laborer,

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

#### **MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II**

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

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

WILL COUNTY  
PREVAILING WAGE  
RATES EFFECTIVE JUNE  
5, 2017

TradeTitle	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	All		40.40	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
ASBESTOS ABT-MEC	All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40
BRICK MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
CARPENTER	All	All		45.35	49.89	2.0	2.0	2.0	11.99	19.68	0.00	0.63
CEMENT MASON	All	ALL		42.00	44.00	2.0	1.5	2.0	10.00	21.73	0.00	0.50
CERAMIC TILE FNSHER	All	BLD		37.81	37.81	1.5	1.5	2.0	10.55	10.12	0.00	0.65
COMMUNICATION TECH	All	BLD		34.25	35.75	1.5	1.5	2.0	14.12	12.03	1.41	0.72
ELECTRIC PWR EQMT OP	All	All		48.90	53.90	1.5	1.5	2.0	11.41	16.39	0.00	3.10
ELECTRIC PWR GRNDMAN	All	All		38.14	53.90	1.5	1.5	2.0	8.90	12.78	0.00	2.75
ELECTRIC PWR LINEMAN	All	All		48.90	53.90	1.5	1.5	2.0	11.41	16.39	0.00	3.10
ELECTRICIAN ELEVATOR	All	BLD		41.46	45.19	1.5	1.5	2.0	14.97	16.68	3.25	1.20
CONSTRUCTOR	All	BLD		51.94	58.43	2.0	2.0	2.0	14.43	14.96	4.16	0.90
GLAZIER	All	BLD		41.70	43.20	1.5	2.0	2.0	13.94	18.99	0.00	0.94
HT/FROST INSULATOR	All	BLD		49.95	52.45	1.5	1.5	2.0	11.62	12.26	0.00	0.72
IRON WORKER	All	All		42.00	43.00	2.0	2.0	2.0	10.54	23.81	0.00	0.85

LABORER	All	All		40.20	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
LATHER	All	ALL		45.35	49.89	2.0	2.0	2.0	11.99	19.68	0.00	0.63
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00
MARBLE FINISHERS	All	All		33.45	36.80	1.5	1.5	2.0	10.25	14.44	0.00	0.46
MARBLE MASON	All	BLD		44.13	48.54	1.5	1.5	2.0	10.25	14.97	0.00	0.59
MATERIAL TESTER I	All	All		30.20	30.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MATERIALS TESTER II	All	All		35.20	35.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MILLWRIGHT	All	All		45.35	49.89	2.0	2.0	2.0	11.99	19.68	0.00	0.63
OPERATING ENGINEER	All	BLD	1	49.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	2	47.80	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	3	45.25	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	4	43.50	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	5	52.85	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	6	50.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	7	52.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	FLT	1	54.75	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	2	53.25	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	3	47.40	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	4	39.40	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	5	56.25	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	FLT	6	37.00	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	HWY	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
PAINTER	All	All		44.55	49.30	1.5	1.5	1.5	11.50	11.10	0.00	1.27
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIVER	All	ALL		45.35	49.89	2.0	2.0	2.0	11.99	19.68	0.00	0.63

PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		42.25	44.79	1.5	1.5	2.0	13.65	9.50	5.00	0.65
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		45.77	47.77	1.5	1.5	2.0	10.65	14.10	0.00	0.82
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79
TILE MASON	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY WRKR	All	HWY		33.50	35.10	1.5	1.5	2.0	8.25	5.50	0.00	0.25
TRUCK DRIVER	All	All	1	37.91	38.46	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TRUCK DRIVER	All	All	2	38.06	38.46	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TRUCK DRIVER	All	All	3	38.26	38.46	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TRUCK DRIVER	All	All	4	38.46	38.46	1.5	1.5	2.0	8.10	7.97	0.00	0.15
TUCKPOINTER	All	BLD		44.90	45.90	1.5	1.5	2.0	8.30	14.29	0.00	0.48

#### Explanations

#### WILL COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and

Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

#### EXPLANATION OF CLASSES

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

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical

systems are to remain.

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile,

fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production

and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand

to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork,

cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists,

Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

## OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication

Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig;  
Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid  
Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill  
Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck  
Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel);  
Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor  
Drawn Belt Loader (with attached pusher - two engineers); Tractor with  
Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine;  
Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole  
Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5  
ft. in diameter and over tunnel, etc; Underground Boring and/or Mining  
Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve;  
Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front  
Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with  
attachments); Compressor and Throttle Valve; Compressor, Common  
Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding

Machine; Concrete Mixer or Paver 7S Series to and including 27 cu.  
ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine,  
Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck  
Cars (Haglund or Similar Type); Drills, All; Finishing Machine -  
Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging  
Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro  
Excavating (excluding hose work); Laser Screed; All Locomotives,  
Dinky; Off-Road Hauling Units (including articulating) Non  
Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type  
Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows;  
Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor;  
Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and  
Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors  
pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender;  
Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over);  
Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.;

Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All  
Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe  
Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven;  
Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam  
Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats;  
Tampers-Form-Motor Driven.

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

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

Class 6. Field Mechanics and Field Welders

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

#### OPERATING ENGINEER - FLOATING

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

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

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

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TRAFFIC SAFETY - work associated with barricades, hoses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors;

Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar

equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

#### TERRAZZO FINISHER

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

Terrazzo Mechanics.

**Other Classifications of Work:**

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

LANDSCAPING

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

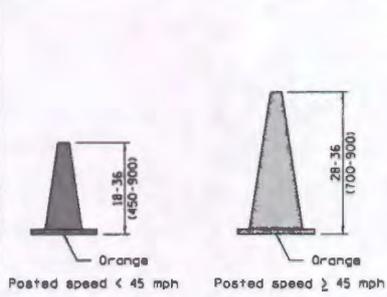
#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

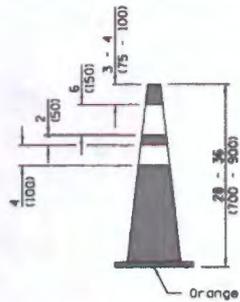
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STANDARD  
DRAWINGS

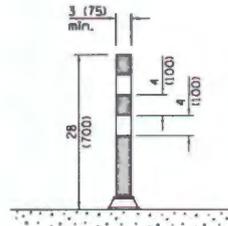
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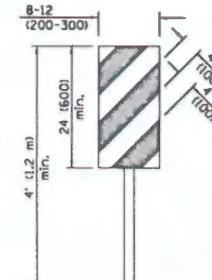
**CONE FOR DAYTIME**



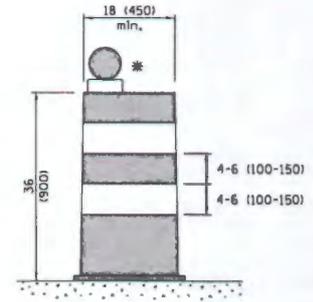
**REFLECTORIZED CONE FOR NIGHTTIME**



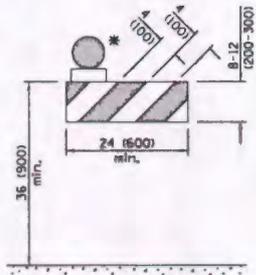
**FLEXIBLE DELINEATOR**



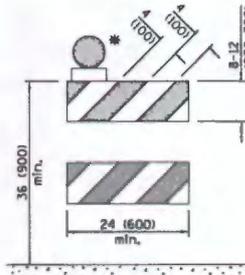
**VERTICAL PANEL POST MOUNTED**



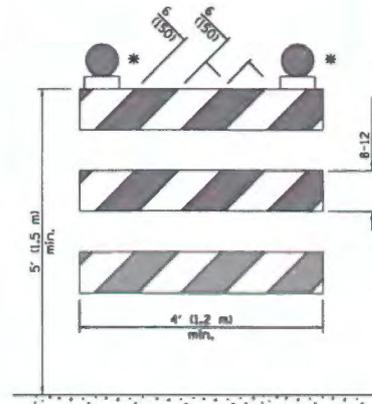
**DRUM**



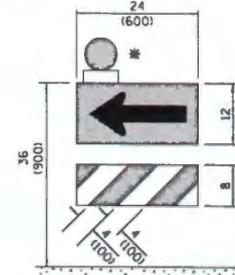
**TYPE I BARRICADE**



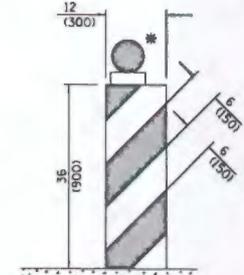
**TYPE II BARRICADE**



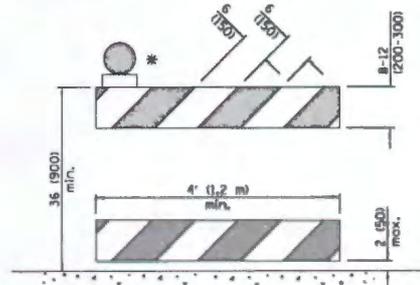
**TYPE III BARRICADE**



**DIRECTION INDICATOR BARRICADE**



**VERTICAL 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 (millimeter) unless otherwise shown.

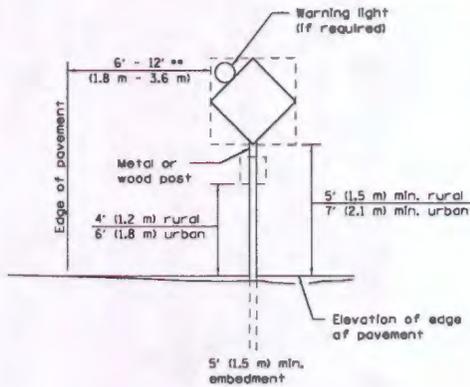
**TRAFFIC CONTROL DEVICES**

(Sheet 1 of 3)

**STANDARD 701901-05**

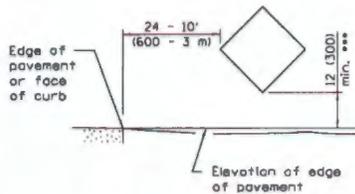
Illinois Department of Transportation	
APPROVED	Apr 1, 2016
ENGINEER OF OPERATIONS	
APPROVED	Apr 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT	

DATE	REVISIONS
4-1-16	Add dim's to barricades. Rev. note for post mnt. signs. Rev. cone d'tis. Add W12-1103.
1-1-15	Revised two sign numbers on sheet 2. Added note reg. PHOTO ENFORCED plaque.



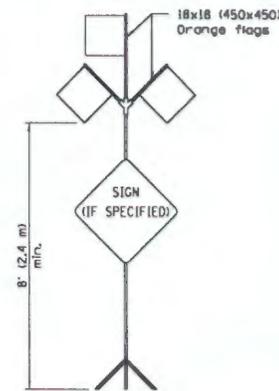
**POST MOUNTED SIGNS**

\*\* When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



**SIGNS ON TEMPORARY SUPPORTS**

\*\*\* When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



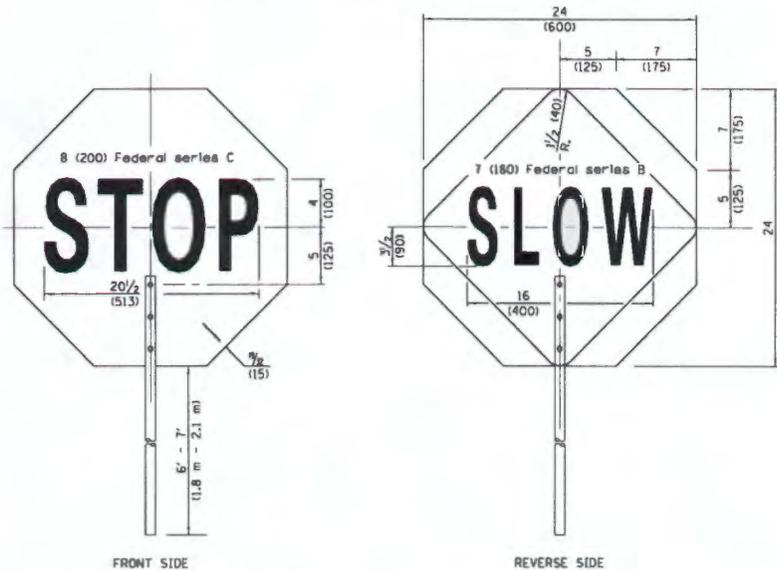
**HIGH LEVEL WARNING DEVICE**



W12-1103-4848

**WIDTH RESTRICTION SIGN**

XX'-XX" width and X miles are variable.



FRONT SIDE

REVERSE SIDE

**FLAGGER TRAFFIC CONTROL SIGN**

ROAD CONSTRUCTION NEXT X MILES	END CONSTRUCTION
G20-110410-6036	G20-110510-6024

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).

Dual sign displays shall be utilized on multi-lane highways.

**WORK LIMIT SIGNING**

WORK ZONE	W21-115101-3618
SPEED LIMIT XX	R2-1-3648
PHOTO ENFORCED	R10-1108p-3618 ****
\$XXX FINE MINIMUM	R2-1106p-3618

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

END WORK ZONE SPEED LIMIT	G20-1103101-6036
---------------------------	------------------

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.

**TRAFFIC CONTROL DEVICES**

(Sheet 2 of 3)

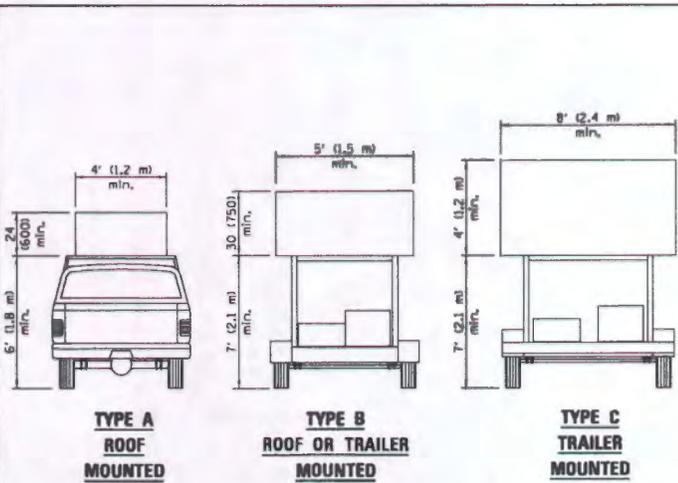
STANDARD 701901-05

Illinois Department of Transportation

APPROVED April 1, 2016  
ENGINEER OF OPERATIONS

APPROVED April 1, 2016  
ENGINEER OF DESIGN AND ENVIRONMENT

48-1-1 03/05/11

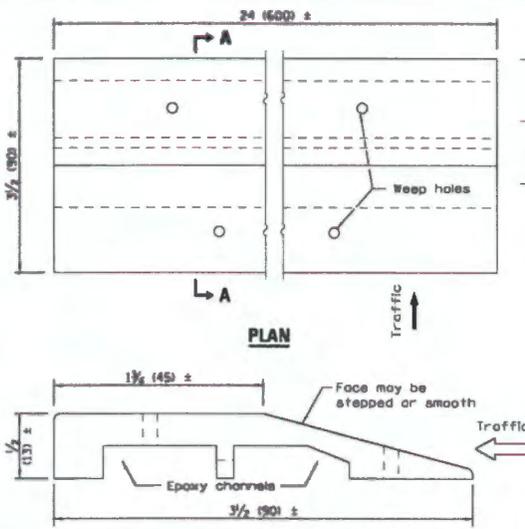


**TYPE A  
ROOF  
MOUNTED**

**TYPE B  
ROOF OR TRAILER  
MOUNTED**

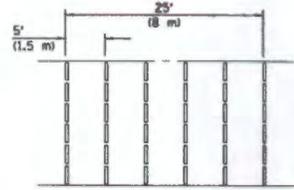
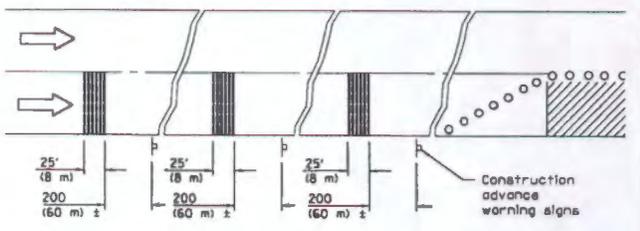
**TYPE C  
TRAILER  
MOUNTED**

**ARROW BOARDS**



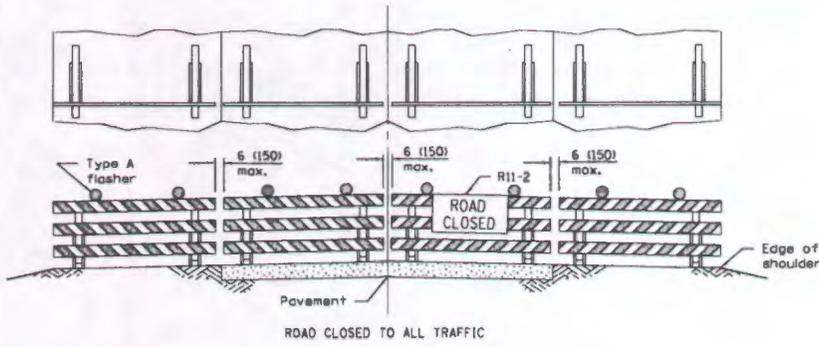
**PLAN**

**SECTION A-A**



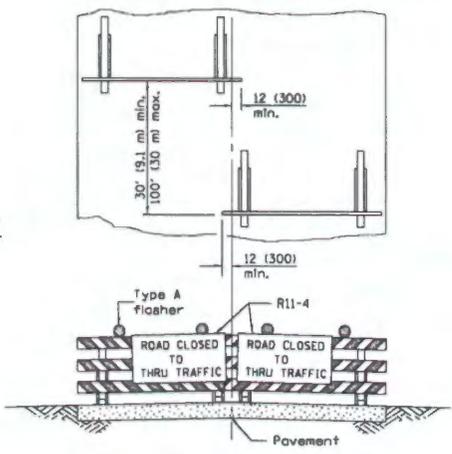
**TYPICAL INSTALLATION**

**TEMPORARY RUMBLE STRIPS**



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

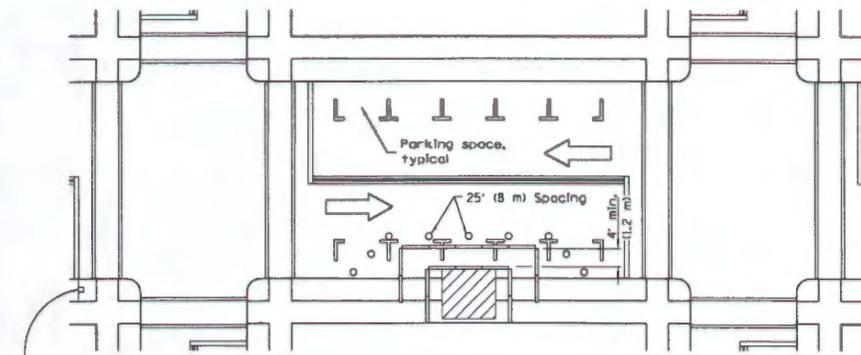
**TYPICAL APPLICATIONS OF  
TYPE III BARRICADES CLOSING A ROAD**



ReflectORIZED striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

Illinois Department of Transportation	
APPROVED	April 1, 2016
ENGINEER OF OPERATIONS	
APPROVED	April 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT	

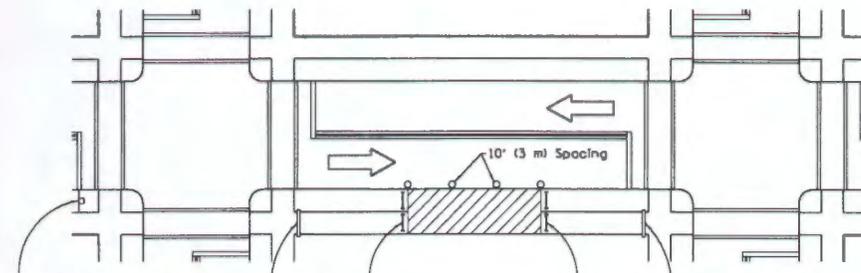
<b>TRAFFIC CONTROL DEVICES</b>
(Sheet 3 of 3)
<b>STANDARD 701901-05</b>



① ROAD CONSTRUCTION AHEAD W20-1103101-48 for contract construction projects

Or  
① ROAD WORK AHEAD W20-1101-48 for maintenance and utility projects

**SIDEWALK DIVERSION**



① ROAD CONSTRUCTION AHEAD W20-1103101-48 for contract construction projects

Or  
① ROAD WORK AHEAD W20-1101-48 for maintenance and utility projects

SIDEWALK CLOSED  
USE OTHER SIDE  
R11-1102-2430

SIDEWALK CLOSED  
R11-1101-2418

SIDEWALK CLOSED  
USE OTHER SIDE  
R11-1102-2430

**SIDEWALK CLOSURE**

① Omit whenever duplicated by road work traffic control.

**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 provided 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.

**SYMBOLS**

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade

Illinois Department of Transportation

APPROVED *[Signature]* Apr 11, 2016  
ENGINEER OF SAFETY ENGINEERING

APPROVED *[Signature]* Apr 11, 2016  
ENGINEER OF DESIGN AND ENVIRONMENT

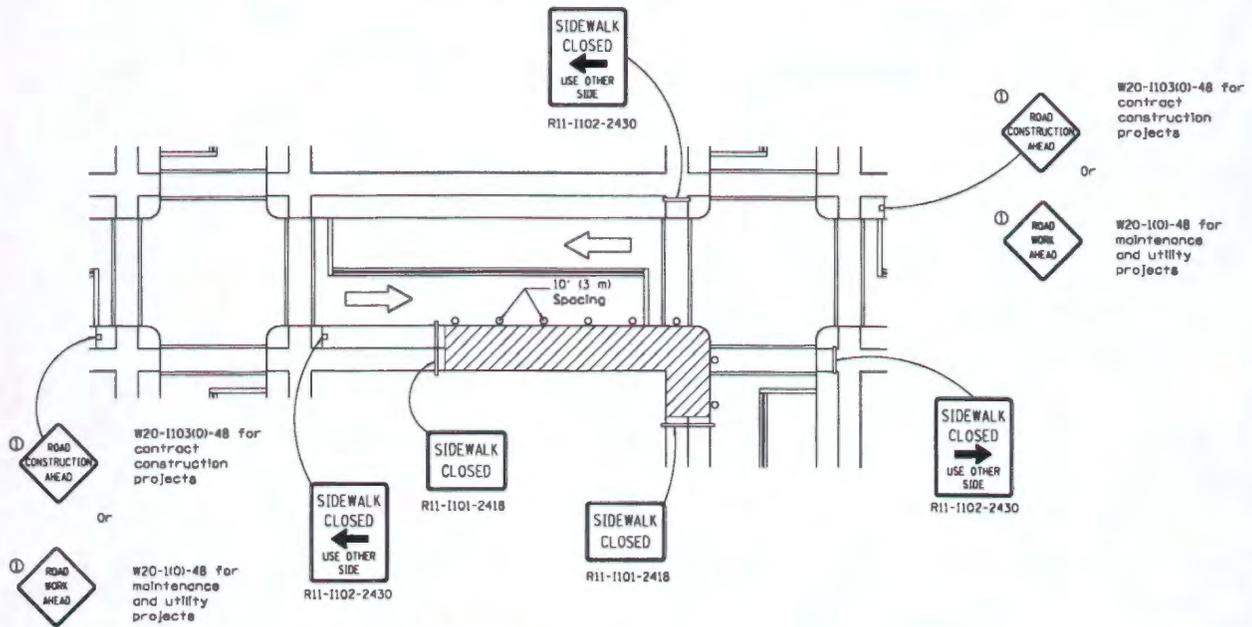
48-1-1 CD/3/ST

DATE	REVISIONS
4-1-16	Omitted orange safety fence from standard as this is covered in the std. spec.
1-1-12	Added SIDEWALK DIVERSION.
	Modified appearance of plan views. Renamed Std.

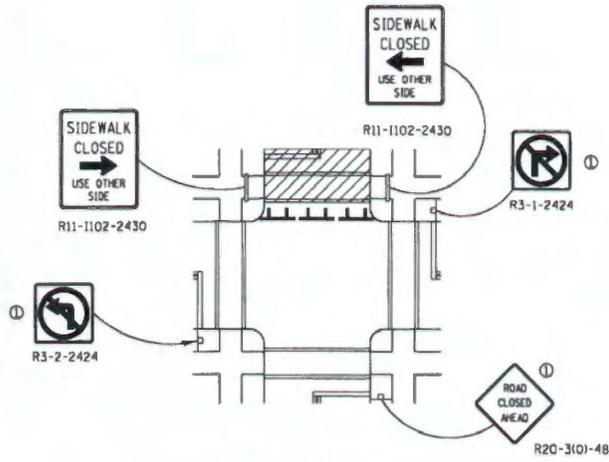
**SIDEWALK, CORNER OR CROSSWALK CLOSURE**

(Sheet 1 of 2)

**STANDARD 701801-06**



**CORNER CLOSURE**



**CROSSWALK CLOSURE**

① **ROAD CONSTRUCTION AHEAD** W20-1103(0)-48 for contract construction projects  
 or  
 ① **ROAD WORK AHEAD** W20-1(0)-48 for maintenance and utility projects

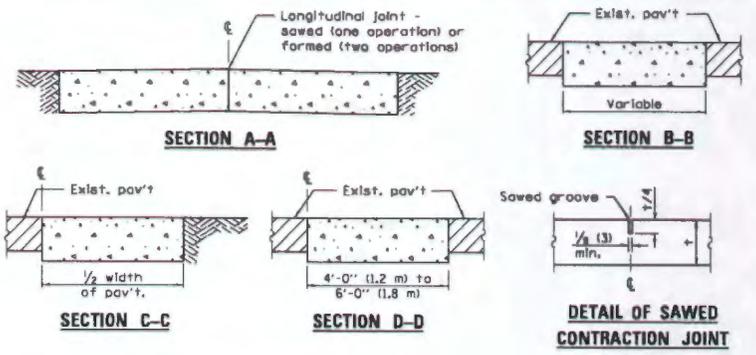
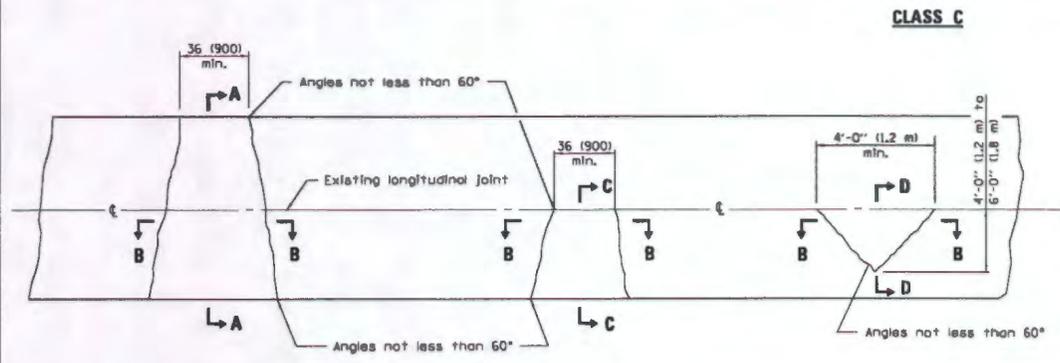
**SIDEWALK CLOSED USE OTHER SIDE**  
 R11-1102-2430

**SIDEWALK, CORNER OR CROSSWALK CLOSURE**

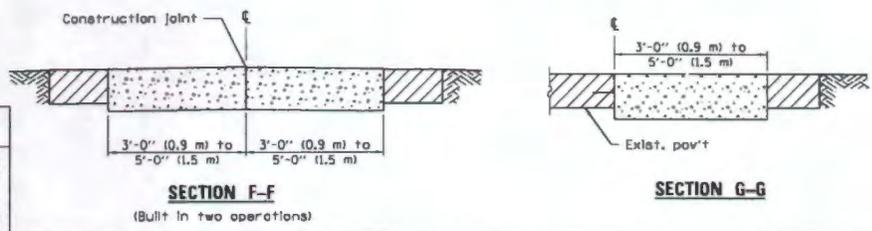
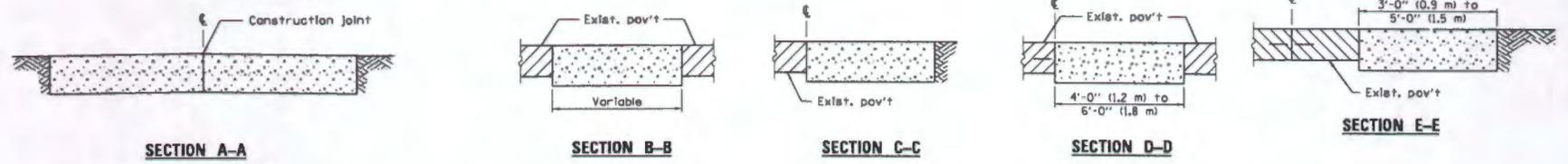
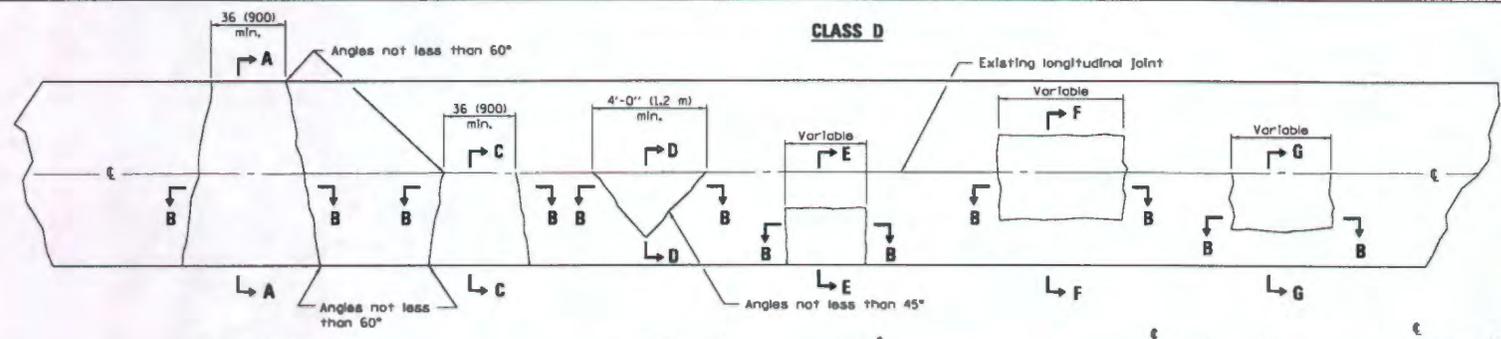
(Sheet 2 of 2)

**STANDARD 701801-06**

Illinois Department of Transportation	
APPROVER	April 1, 2016
ENGINEER OF SAFETY ENGINEERING	<i>[Signature]</i>
APPROVED	April 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT	<i>[Signature]</i>



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.



**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.

Illinois Department of Transportation

PASSED January 1, 2008

ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2008

ENGINEER OF DESIGN AND ENVIRONMENT

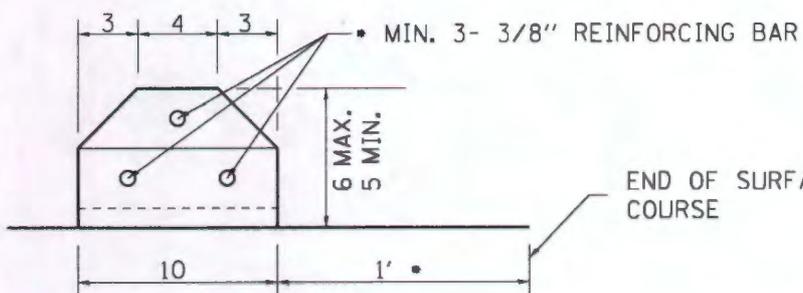
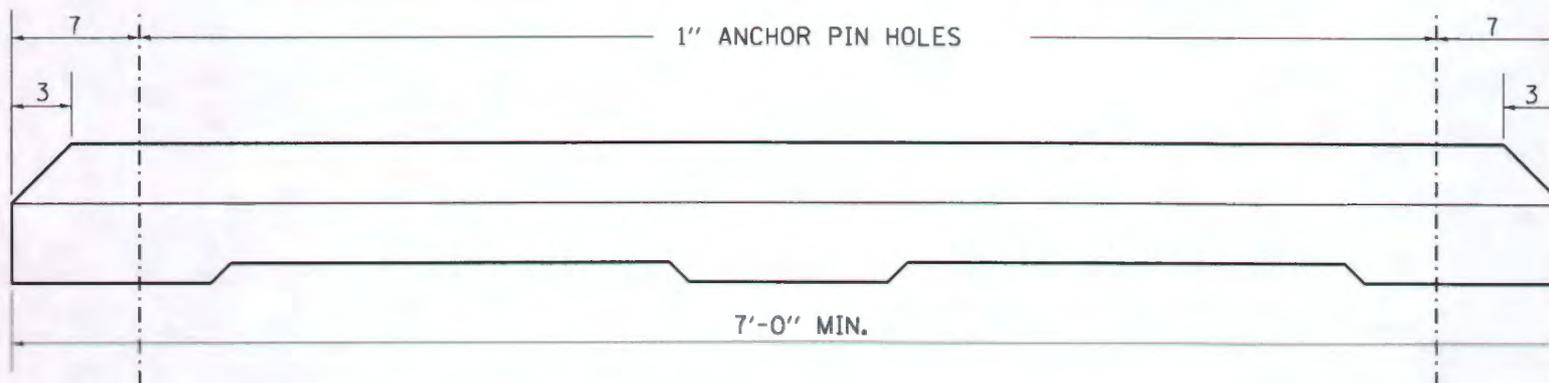
ISSUED 1-1-07

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**

# PARKING BLOCKS



• OR AS DIRECTED BY THE ENGINEER.

## GENERAL NOTES

CLASS SI CONCRETE SHALL BE USED THROUGHOUT.

ANCHOR PINS SHALL BE 3/4 DIAMETER, 36 LONG.

THE COST OF THE MATERIAL, LABOR AND EQUIPMENT NECESSARY TO INSTALL THE PARKING BLOCKS WITH ANCHOR PINS SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE PER EACH FOR PARKING BLOCKS.

ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED.

PLOT DATE = 4/19/2015

REVISED - 10-03-11
REVISED -
REVISED -
REVISED -

### REGION 2 / DISTRICT 2 STANDARD

SCALE: 1.5485' / in. SHEET NO. OF SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
CONTRACT NO.				
FED. ROAD DIST. NO.	ILLINOIS	FED. AID PROJECT		

**PARKING BLOCKS**

**31.4**

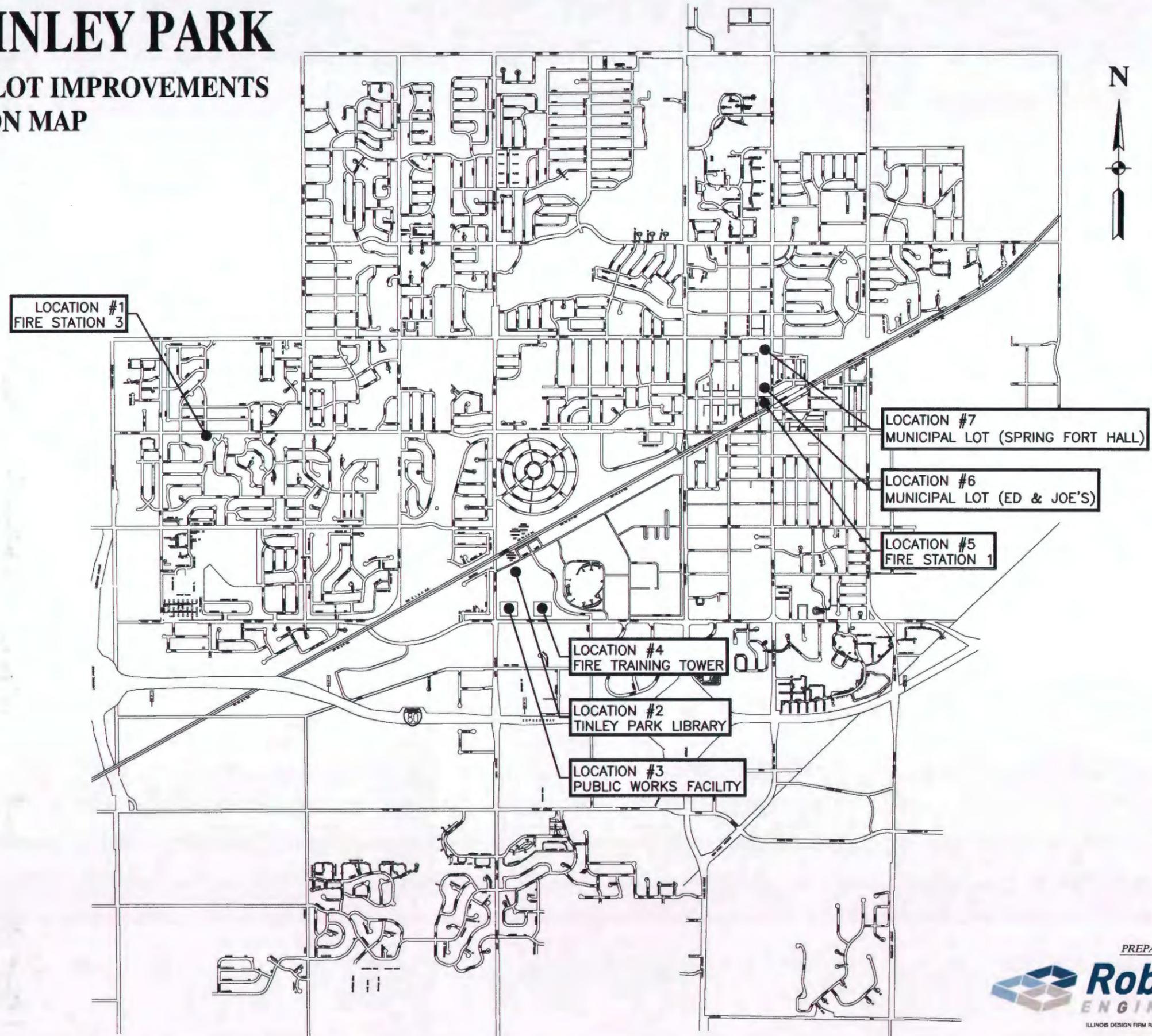
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PLAN  
SHEETS

---

# VILLAGE of TINLEY PARK

## MUNICIPAL PARKING LOT IMPROVEMENTS LOCATION MAP





NO.	ITEM DESCRIPTION	UNIT	TOTAL
1	PREPARATION OF BASE	SQ YD	100
2	AGGREGATE BASE REPAIR	TON	50
3	BITUMINOUS MATERIALS (TACK COAT)	POUND	5,596
4	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	1,305
5	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	12,400
6	COMBINATION CURB AND GUTTER REMOVAL	FOOT	130
7	CLASS D PATCHES, TYPE IV, 2 INCH	SQ YD	850
8	CLASS D PATCHES, TYPE IV, 4 INCH	SQ YD	2,412
9	CLASS D PATCHES, TYPE IV, 10 INCH	SQ YD	350
10	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	150
11	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	270
12	PAINT PAVEMENT MARKING - LINE 4"	FOOT	6,700
13	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	4
14	RUBBER ADJUSTING RINGS	EACH	8
15	REMOVE EXISTING PARKING BLOCKS	EACH	30
16	CONCRETE PARKING BLOCKS	EACH	30
17	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	50
18	SODDING	SQ YD	50
19	CONTINGENCY	L SUM	1

**NOTES:**

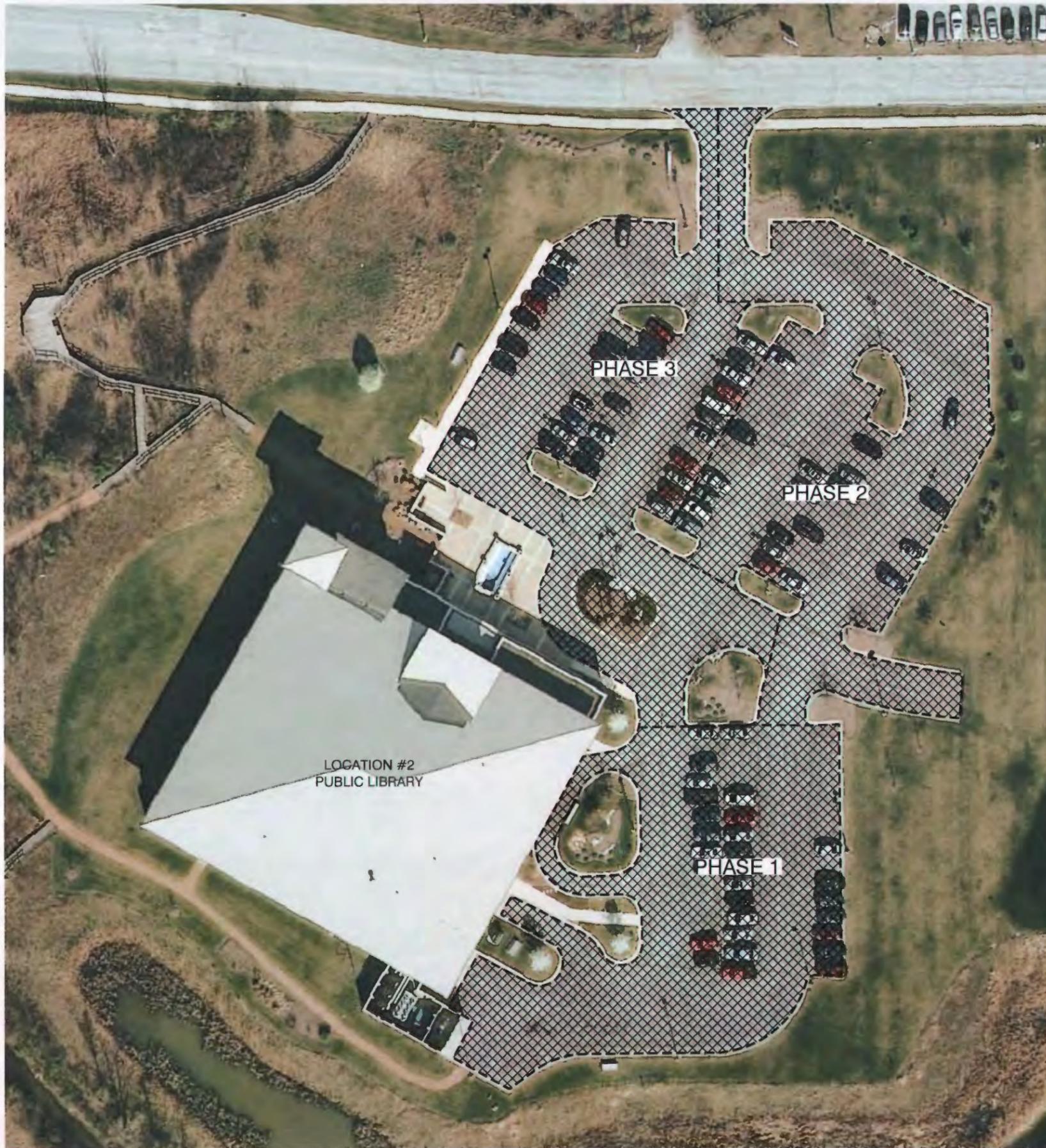
1. ALL PAVEMENT MARKINGS TO BE COMPLETED AS DIRECTED BY THE ENGINEER.
2. FINAL PATCHING LOCATIONS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
3. FINAL CURB & GUTTER REMOVAL AND REPLACEMENT LOCATIONS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
4. DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED AS DIRECTED BY THE ENGINEER.
5. ADVANCED NOTICE SIGNAGE AND TRAFFIC MOVEMENT SIGNAGE SHALL BE PROVIDED BY THE CONTRACTOR AND COORDINATED WITH THE VILLAGE. THIS SHALL BE INCIDENTAL TO THE CONTRACT.
6. FULL CLOSURE OF LOTS WILL NOT BE ALLOWED.
7. SCHEDULING AND PARKING LOGISTICS TO BE COORDINATED WITH THE VILLAGE.

**LEGEND**

- (A) DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED
-  CLASS D PATCHES TYPE IV, 2"
-  CLASS D PATCHES TYPE IV, 4"
-  CLASS D PATCHES TYPE IV, 10"
-  HOT-MIX ASPHALT SURFACE REMOVAL, 1.5"  
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70
-  COMBINATION CURB & GUTTER REMOVAL &  
COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.12

<b>ROBINSON ENGINEERING, LTD.</b> CONSULTING PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS 17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60478 (708) 331-6700 FAX (708) 331-8508		<b>REVISIONS</b> No. Date Remarks	
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<b>PARKING LOT IMPROVEMENTS          SUMMARY OF QUANTITIES          LEGEND &amp; NOTES</b>			
<b>TINLEY PARK, ILLINOIS</b>			
Drawn by: RG	Date: 08-16-17		
Checked by: JSP	Scale: NONE		
Sheet 2 of 9	Project No: 17-R0492		





LOCATION #2  
PUBLIC LIBRARY

PHASE 3

PHASE 2

PHASE 1

**NOTE:**

LOT MUST BE PAVED IN 3 PHASES.  
EACH PHASE MUST BE COMPLETED INCLUDING  
STRIPING BEFORE MOVING ON TO NEXT PHASE.

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**PARKING LOT IMPROVEMENTS  
LOCATION #2  
TINLEY PARK LIBRARY**

**TINLEY PARK, ILLINOIS**

Drawn by: RG Date: 08-16-17  
Checked by: JSP Scale: 1" = 60'  
Sheet: 4 of 9 Project No: 17-R0492

REVISIONS		
No.	Date	Remarks







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**PARKING LOT IMPROVEMENTS  
 LOCATION #5  
 FIRE STATION 1**

**TINLEY PARK, ILLINOIS**

Drawn by **RG** Date **08-16-17**  
 Checked by **JSP** Scale **1" = 40'**  
 Sheet **7** of **9** Project No **17-R0492**

REVISIONS		
No	Date	Remarks



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**PARKING LOT IMPROVEMENTS**  
**LOCATION #6**  
**MUNICIPAL LOT**  
**ED & JOE'S**

**TINLEY PARK, ILLINOIS**

Drawn by: RG Date: 08-16-17  
 Checked by: JSP Scale: 1"=40'  
 Sheet: B of 9 Project No: 17-R0492

REVISIONS		
No.	Date	Remarks

