ITEM: BID 00-04170

VILLAGE OF DOWNERS GROVE REPORT FOR THE VILLAGE COUNCIL WORKSHOP JUNE 8, 2010 AGENDA

SUBJECT:	TYPE:		SUBMITTED BY:	
		Resolution		
		Ordinance		
2010 Resurfacing (B) Project	✓	Motion	Nan Newlon, P.E.	
(CIP Project ST-004 B)		Discussion Only	Director of Public Works	

SYNOPSIS

A motion is requested to award a contract for the 2010 Resurfacing (B) Project to Geneva Construction Company, Inc. of Aurora, Illinois in the amount not-to-exceed \$1,843,543.38.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals identified *Top Quality Village Infrastructure and Facilities*.

FISCAL IMPACT

The FY10 budget provides \$2,097,709 for this project in the Capital Improvements Fund.

UPDATE & RECOMMENDATION

This item was discussed at the June 1, 2010 meeting. Staff recommends approval on the June 8, 2010 consent agenda.

BACKGROUND

This contract is a component of the 2010 Roadway Maintenance Program (CIP Project ST-004). Other components of the program, Contract A (resurfacing), Contract B (Annual Seal) and the purchase of asphalt materials have been previously approved by Council. The scope of work for this contract includes resurfacing selected Village streets with a new layer of asphalt along with the repair of deteriorated sections of pavement and concrete curb and gutter. The streets included for resurfacing on this contract are:

STREET	FROM	то
5TH STREET	FAIRVIEW AVE	CUMNOR RD
6TH STREET	FAIRVIEW AVE	CUMNOR RD
7TH STREET	FAIRVIEW AVE	CUMNOR RD
8TH STREET	FAIRVIEW AVE	CUMNOR RD
55TH PLACE	WILCOX AVE	CUMNOR RD
68TH STREET	WEST END	MEADOWCREST DR
CLAREMONT DR	MAIN ST	FAIRVIEW AVE
CLAYTON CT	N. CUL DE SAC	CLAREMONT DR
FLORENCE AVE	5TH ST	55TH ST
MEADOWCREST DR	E. OF FAIRMOUNT AVE	CLAREMONT DR
PARKVIEW DR	FAIRMOUNT AVE	CLAREMONT DR
VALLEYVIEW DR	FAIRMOUNT AVE	MEADOWCREST DR

A Call for Bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. Five bids were received by the due date of May 4, 2010. A synopsis of the bids is as follows:

Contractor	Base Bid
Geneva Construction Co. Inc.	\$1,843,543.38
K-Five Construction Corp	\$1,888,998.52
J A Johnson Paving Co	\$1,963,507.28
Central Blacktop Co	\$2,131,573.55
James D Fiala Paving Co	\$2,179,648.65

Low Bid

As the low bidder, Geneva Construction Co., Inc.'s proposed contract amount of \$1,843,543.38 is \$254,165.62 less than the available budget of \$2,097,709. Geneva Construction satisfactorily completed the 39th Street Resurfacing Project for the Village in 2008. They are currently performing in a satisfactory manner on the Village's 2010 Resurfacing (A) Project. Additional references were also previously checked. This bidder has successfully and satisfactorily performed work of similar scope on multiple projects for the Village of Lisle and the City of Warrenville.

ATTACHMENTS

Signature Pages
Campaign Disclosure
Contractor Evaluation Form
Capital Project Sheets ST-004
List of Streets
Contract

V. BID and CONTRACT FORM (Village)

Date

***THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.

Entire Form Must Be Completed If a Submitted	Bid Is To Be Considered For Award
BIDDER:	
Company Name	5-4-2010 Date
Po Box 998 Street Address of Company	Casspegenera construction. Not E-mail Address
Auro/A IL 60507 City, State, Zip	Cass W. Pricz Contact Name (Print)
630 - 892 - 4357 Business Phone	630-774-9122 24-Hour/Telephone
630-892-7738 Business Fax	Signature of Officer, Partner or Sole Proprietor
ATTEST: if a Corporation Signature of Corporation Secretary	Cass W. Price Vice President Print Name & Title
complete the project within 112 calendar days	Grove all necessary materials, equipment, labor, etc. to from the date of the Notice to Proceed in accordance for the unit prices shown on the Schedule of Prices.
VILLAGE OF DOWNERS GROVE:	ATTEST:
Authorized Signature	Village Clerk
Title	

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Date

V. BID and CONTRACT FORM (Contractor)

***THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award

Entire Form Must be Completed in	a Submitted Did is 10 De Considered For Award
BIDDER:	
GENEVA CONSTIVET	10N 5-4-2010
Company Name	Date
PO BOX 998	Casspe geneua Construction No E-mail Address
Street Address of Company	E-mail Address
AUTOTA IL 60507 City, State, Zip	Cas rice Contact Name (Print)
630-892-4357	630-77/1-9122 24-How/Telephone
Business Phone	24-Hour/Telephone
630-892-7738	11/h/
Business Fax	Signature of Officer, Partner or Sole Proprietor
	Cass W. Price Vice President
ATTEST; if a Corporation	Print Name & Title
Signature of Corporation Secretary	
	of Downers Grove all necessary materials, equipment, labor, etc. to
	alendar days from the date of the Notice to Proceed in accordance
with the provisions, instructions and sp	ecifications for the unit prices shown on the Schedule of Prices.
VILLAGE OF DOWNERS GROVE	: ATTEST:
Authorized Signature	Village Clerk
Title	
Date	Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty	of perjury, I declare:	
(five (5) years.) Signature	buted to any elected Village position within the last Cass W. Price Print Name ed a campaign contribution to a current member of the (5) years.
	Print the following information:	
	Name of Contributor:	(company or individual)
	To whom contribution was made:	·
	Year contribution made:	Amount: \$
	Signature	Print Name

3:H:\My Documents\templates\Call for Bids\Call for Bids-Fixed Works2008.doc



Contractor's Performance Evaluation

					Report for 2008
Contracto	or Number	Contractor Name	Geneva Constru	uction	(year)
Address	P O Box 998	Au	rora	IL	60507
	Street		City	State	Zip Code
District _	01 Ap	prox. Dollar AmtComp (Example: \$20,0		358	⊠ Prime □ Sub
DOT Con	tracts Contract Number	83935			
	Local Roads Contrac	ets		Locally Let C	Contracts
Contract Local Age			Section Number Local Agency	r	
County		_	County		_
☐ Munio	cipality		☐ Municipality☐ County	☐ Township☐ Road Dis	
Rate the	Contractor's performance usi	ng the numerical rati	ng guidelines for	each category.	
8.0 = Ex	cellent 7.0 = Good	6.0 = Satisfac	tory 4.0 =	- Marginal	2.0 = Poor

Quality of Work	Execution of Work		
Category*	Rating	Category	Rating
001 Earthwork 003 HMA Plant Mix	8.0	Organization/Prosecution	8.0
005 HMA Paving	8.0	Cooperation	8.0
		Traffic Control/Site Protection	8.0
		EEO/Labor Compliance	8.0
		Erosion Control	8.0
*See list on reverse		QC/QA	8.0

A rating of less than six (6.0) must be explained.

Comments:

Prepared by:	Scott A Vasko	12/15/08
-	Resident	Date
Reviewed by:		
	Title	Date

Printed 3/23/2010 BC 1777 (Rev. 06/03/08)

2010-2014 Capital Project Sheet

Project#

ST-004

Project Description

Roadway Maintenance Program

Project summary, justification and alignment to Strategic Plan

Capital and Motor Fuel Tax funds for on-going annual maintenance of the Village's 160 miles of streets. Projects to utilize various processes such as crack seals, pavement seals, and resurfacing with new asphalt. The funding listed as 'Other/Miscellaneous' is for asphalt purchased for use by Public Works Streets Division for various patching operations during the year.

		92/10			1012			
Cost Summary	Now.	\$ FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Future Years	TOTAL
Professional Services	X	65,000	70,000	70,000	75,000	75,000		355,000
Land Acquisition								-
Infrastructure	X	3,655,000	3,643,000	3,736,000	3,820,000	3,905,000		18,759,000
Building							•	-
Machinery/Equipment								-
Other/Miscellaneous	X	75,000	82,000	89,000	100,000	115,000		461,000
TOTAL COST		3,795,000	3,795,000	3,895,000	3,995,000	4,095,000	-	19,575,000
Funding Source(s)	182		100	DESCRIPTION OF THE PARTY OF THE		No.	200	
220-Capital Improvements Fund	₩	2,695,000	2,695,000	2,795,000	2,895,000	2,995,000		14,075,000
102-MFT	₩	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,1	5,500,000
	~					_		
· ·	₩.							
TOTAL FUNDING SOURCE	S	3,795,000	3,795,000	3,895,000	3,995,000	4,095,000	-	19,575,000
Project status and completed	work			Grants (fund	ed or applied	for) related to	the project.	
Annual Program.				approved for	ax (MFT) fundli Carpenter Stre runded through	et (Gilbert - M	aple). Carpent	ter (Maple to
Impact-annual operating expe	enses	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Future Yrs	TOTAL
Projected Operating Expens	e Impact:							-

Map/Pictures of Project

PRELIMINARY LIST of STREETS to be RESURFACED							
STREET	FROM	TO	\dashv	STREET	FROM	ТО	
55TH PLACE	WILCOX	CUMNOR		LANCASTER	BONNIE BRAE	WEST OF WEATHERBEE	
TH STREET	FAIRVIEW	CUMNOR		LYMAN	CLAREMONT	NORTH OF JAY	
TH STREET	FAIRVIEW	CUMNOR		LYMAN	85TH	OXFORD	
TH STREET	FAIRVIEW	CUMNOR		MEADOWCREST	CLAREMONT	FAIRMOUNT	
TH STREET	FAIRVIEW	CUMNOR		MEADOWLAWN	MAIN	WASHINGTON	
ASHBROOK	INVERNESS	SEND		PARKVIEW	CLAREMONT	FAIRMOUNT	
ASHLEY CT	BELMONT RD	E CUL DE SAC		PERSHING	NORTH OF GRANT	PRAIRIE	
ASPEN AVE	TAMARACK DR	DURAND DR		TAMARACK DR	CHASE AVE	ASPEN AVE	
BONNIE BRAE	65TH	OXFORD		VALLEYVIEW	MAIN	FAIRMOUNT	
ARPENTER	GILBERT	59TH		WASHINGTON	WEATHERBEE	83RD ST	
HASE AVE	TAMARACK DR	DURAND DR		WEATHERBEE	WASHINGTON	WEST OF LANCASTER	
HICAGO	BELMONT	WOODWARD		WEBSTER	VALLEYVIEW	SOUTH CUL DE SAC	
LAREMONT	MAIN	FAIRVIEW		WILSON	OGDEN	CHICAGO	
LAYTON CT	CLAREMONT	NORTH CUL DE SAC			<u></u>		
URAND DR	MAPLE AVE	BELMONT RD		If funding permits:			
LORENCE	5TH	55TH		CUMNOR	39TH	OGDEN	
RANT	BELMONT	WOODWARD		SHADY LANE	ALL SUBDIVISION		

Internal staff information:			and Address of the		
Priority Score High	Priority Setting			Project Manager:	Michael D. Millette
APPLICATION OF THE PROPERTY OF	Priority Status:	F- High	97 Program: 3	42 Department:	Public Works

2010 RESURFACING PROJECT (B) STREETS ESTIMATED FOR ASPHALT OVERLAY PHASE 2

5/13/2010

STREET	FROM	то
5TH STREET	FAIRVIEW AVE	CUMNOR RD
6TH STREET	FAIRVIEW AVE	CUMNOR RD
7TH STREET	FAIRVIEW AVE	CUMNOR RD
8TH STREET	FAIRVIEW AVE	CUMNOR RD
55TH PLACE	WILCOX AVE	CUMNOR RD
68TH STREET	WEST END	MEADOWCREST DR
CLAREMONT DR	MAIN ST	FAIRVIEW AVE
CLAYTON CT	N. CUL DE SAC	CLAREMONT DR
FLORENCE AVE	5TH ST	55TH ST
MEADOWCREST DR	E. OF FAIRMOUNT AVE	CLAREMONT DR
PARKVIEW DR	FAIRMOUNT AVE	CLAREMONT DR
VALLEYVIEW DR	FAIRMOUNT AVE	MEADOWCREST DR



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: BENEVA CONSTINCTION COMPANY
- II. Instructions and Specifications:
 - A. Bid No.: ST004B-0210
 - B. For: 2010 RESURFACING (B)
 - C. Bid Opening Date/Time: 05/04/10 @ 9:00 AM
 - D. Pre-Bid Conference Date/Time: N/A
 - E. Pre-Bid Conference Location: N/A
 - F. Plans Available for pickup at the Public Works Building, 5101 Walnut Downers Grove, IL. 60515, for a non-refundable deposit of Twenty Five Dollars (\$25).
- III. Required of All Bidders:
 - A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
 - C. Certificate of Eligibility from IDOT, Prequalified 003 HMA Plant Mix: YES
- IV. Required of Awarded Contractor(s)
 - A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: REQUIRED

Legal Advertisement Published: TUESDAY, APRIL 20, 2010

This document comprises 147 pages

RETURN <u>ORIGINAL</u> BID IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO:

VILLAGE OF DOWNERS GROVE 5101 WALNUT AVENUE DOWNERS GROVE, IL 60515 PHONE: 630/434-5460

FAX: 630/434-5495 www.downers.us

CALL FOR BIDS - FIXED WORKS PROJECT

Bid No.: ST004B-0210

PROJECT COMMENCMENT: Unless otherwise allowed by The Village of Downers Grove, Notice To Proceed and subsequent work on this project shall not take place until on or about July 26, 2010.

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Building, 5101 Walnut Avenue, Downers Grove, IL 60515.

The Village Council reserves the right to accept or reject any and all bids, to waive technicalities and to accept or reject any item of any Bid.

The documents constituting component parts of this contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. GENERAL PROVISIONS
- IV. SPECIAL PROVISIONS
- V. BID & CONTRACT FORM

All Bidders MUST submit the entire bid package, with one original Bid Form. Upon formal Award, the successful Bid will automatically convert to a Contract, and the successful Bidder will receive a copy of the executed contract upon formal award of the Bid with the Notice of Award.

<u>DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD</u> RESULT.

I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS

1. **GENERAL**

1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to: 05/04/10 @ 9:00 AM

1.2 Defined Terms:

- 1.2.1 Village the Village of Downers Grove acting through its officers or agents.
- 1.2.2 Contract Documents this document plus any drawings issued therewith, any addenda and the Bidder's completed proposal, bonds and all required certifications.
- 1.2.3 Bid this document completed by an individual or entity and submitted to the Village.
- 1.2.4 Bidder the individual or entity who submits or intends to submit a bid proposal to the Village.
- 1.2.5 Contractor the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
- 1.2.6 Work the construction or service defined herein.
- 1.2.7 Day unless otherwise stated all references to day "Day" "Days", "day" or "days" shall refer to calendar days.
- 1.2.8 Proposal Guaranty the required bid deposit.
- 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
- 1.4 Bids shall be sent to the Village of Downers Grove, in a sealed envelope marked "SEALED BID".

 The envelope shall be marked with the name of the project, date, and time set for receipt of Bids.

 The bid package may be submitted any time prior to the time set for receipt of Bids.
- 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting Bid. Telephone, email and fax Bids will not be accepted.
- 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

2. BID PREPARATION

2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.

- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with all the local conditions affecting the contract and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the bid resulting from his willing or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE. EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.
- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. The Village assumes no responsibility whatever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.
- Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued.

Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

- An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.
- 2.7 The Bidder must submit his proposal on the form furnished by the Village. The Bid shall be executed properly, and bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
- 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar)listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.

3. PRE-BID CONFERENCE

- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
- 3.2 For those unable to attend the meeting, questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in the section titled "Addenda".
- 3.3 No Contract Documents will be issued after the pre-bid conference except to attendees.

4. BID SUBMISSION

- 4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.
- 4.2 A bid deposit will be required, which shall not exceed five percent (5%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his bid and according to the plans and specifications in case the contract shall be awarded to him.
- 4.3 Bids shall be publicly opened at the hour and place indicated above.

5. BID MODIFICATION OR WITHDRAWAL

- 5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of person authorized for submitting a Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.
- 5.2 A Bid that is in the possession of the Village may be withdrawn by the bidder, up to the time set for the bid opening, by a letter bearing the signature or name of person authorized for submitting bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.
- 5.3 Any bidder who does not submit a proposal is requested to return the enclosed Statement of "No Bid" postcard. Bidders not submitting proposals or "No Bid Statement" may otherwise be removed from our bid mailing list.

6. BID REJECTION

6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for, or irregularities of any kind, shall be rejected as informal or insufficient. Bids otherwise acceptable, which are not accompanied by the proper Proposal Guaranty, shall also be rejected as informal or insufficient. The Village reserves the right however, to reject any or all bids and to waive such technical error as may be deemed best for the interest of the Village.

7. BIDDER COMPETENCY

7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

8. BIDDER DISQUALIFICATION

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.
 - 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the same or different names.
 - 8.1.2 Evidence of collusion among Bidders.
 - 8.1.3 Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
 - 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
 - 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
 - 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
 - 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
 - 8.1.8 Failure to submit a signed Bidder's Certificate stating the following:
 - 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statues; and
 - 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;

8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract.

9. BASIS OF AWARD

9.1 The Village reserves the exclusive right to accept or reject any and all bids or to waive sections, technicalities and irregularities, or to accept or reject any Bid or any item of any Bid.

10. AWARD OF CONTRACT

- 10.1 Unless the Village exercises its right to reject all bids, the contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered.
- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village 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 bid deposit. Any attempt or actual withdrawal if cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

11. RETURN OF BID DEPOSIT

11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) days after the opening of bids. The remaining bid deposits of each contract will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

12. FAILURE TO ENTER INTO CONTRACT

- 12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.
- 12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.
- 12.3 By submitting a Bid, the Bidder understands and agrees that, if his proposal is accepted, and he fails to enter into a contract for hwith, he shall be liable to the Village for any damages the Village may thereby suffer.

13. SECURITY FOR PERFORMANCE

13.1 The successful Bidder shall, within ten (10) days after acceptance of the Bidder's proposal by the Village, furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

14. TAX EXEMPTION

14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification number will also be provided to the selected Bidder.

15. RESERVED RIGHTS

15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bid, however, will not be waived.

16. CATALOGS AND SHOP DRAWINGS

16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the work or material he proposes to furnish.

17. TRADE NAMES AND SUBSTITUTIONS

17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written bid. Where two or more items are specified, the selection among those specified is the Bidder's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

II. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

18.1 The successful bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

19. USE OF VILLAGE'S NAME

19.1 The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

20. HOURS OF WORK

20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village.

21. PERMITS AND LICENSES

21.1 The Contractor shall obtain all necessary permits and licenses required to complete the Work. The cost of acquisition of all necessary permits, bonds, insurance and services as specified herein shall be considered INCIDENTAL, and no additional compensation will be allowed the Contractor.

22. INSPECTION

22.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

23. DELIVERIES

23.1 All proposals to the Village must be delivered F.O.B. Village of Downers Grove, Public Works Department, 5101 Walnut Avenue, Downers Grove, IL 60515.

24. SPECIAL HANDLING

24.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the <u>Illinois Toxic Substances Disclosure to Employees Act</u>.

25. NONDISCRIMINATION

- 25.1 Contractor shall, as a party to a public contract:
 - 25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

- 25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.
- 25.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 1210l et. seq.

26. SEXUAL HARASSMENT POLICY

- 26.1 The bidder, as a party to a public contract, shall have a written sexual harassment policy that:
 - 26.1.1 Notes the illegality of sexual harassment;
 - 26.1.2 Sets forth the State law definition of sexual harassment;
 - 26.1.3 Describes sexual harassment utilizing examples;
 - 26.1.4 Describes the bidder's internal complaint process including penalties;
 - 26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
 - 26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

27. EQUAL EMPLOYMENT OPPORTUNITY

- 27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:
 - 27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 27.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 27.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 27.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the bidder's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 27.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

28. DRUG FREE WORK PLACE

28.1 Bidder, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

28.1.1 Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contact or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 28.1.2 Establishing a drug free awareness program to inform employee's about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Village's or Contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance programs;
 - (4) the penalties that may be imposed upon employees for drug violations.
- 28.1.3 Providing a copy of the statement required by subparagraph 11.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of paragraph 11.1 above from an employee or otherwise receiving actual notice of such conviction.
- 28.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 28.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 28.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

29.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

30. PREVAILING WAGE ACT

- 30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed under this contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.
 - For applicable rates, go to the State of Illinois Department of Labor website and use the most current DuPage County rate.
- 30.2 Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Contractor in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.
- 30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this contract may be predicated upon receipt of said records.
- In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

31. PATRIOT ACT COMPLIANCE

The bidder represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The bidder further represents and warrants to the Village that the bidder and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

The bidder hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

32. INSURANCE REQUIREMENTS

32.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000 \$1,000,000	Each Accident Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000 \$2,000,000	Each Occurrence Aggregate (Applicable on a Per Project Basis)
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section.9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 32.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 32.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor of Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A-VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.
- All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

- 32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or form the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.
- 33.2 The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its Subcontractors.

34. SUBLETTING OF CONTRACT

34.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of the contract.

35. TERMINATION OF CONTRACT

- 35.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, for any reason.
- 35.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Bidder, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable

for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

36. BILLING AND PAYMENT PROCEDURES

36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule.

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.
- As this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 36.4 Please send all invoices to the attention of: Scott Barr, Village of Downers Grove, Public Works Department, 5101 Walnut Avenue, Downers Grove, IL 60515.

37. COMPLIANCE WITH OSHA STANDARDS

37.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

38. CERCLA INDEMNIFICATION

- 38.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.
- 38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.

39. COPYRIGHT or PATENT INFRINGEMENT

39.1 The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

40. BUY AMERICA

- 40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement).
- 40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

41. CAMPAIGN DISCLOSURE

- 41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

42. GUARANTEE PERIOD

42.1 The Contractor shall provide a guarantee in writing covering a minimum period of one (1) year after approval and acceptance of the work. The Guarantee shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantees are required, they will be noted in the Special Provisions for this project.

43. SUCCESSORS AND ASSIGNS

43.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub-bidders.

44. WAIVER AND BREACH OF CONTRACT

44.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

45. CHANGE ORDERS

45.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

46. SEVERABILITY OF INVALID PROVISIONS

46.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

47. GOVERNING LAW

47.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

48. NOTICE

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

Village Manager Village of Downers Grove 801 Burlington Ave. Downers Grove, IL 60515

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

49.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

50. COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

III. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

- 1.1 The following standards shall govern the construction of the proposed improvements:
 - 1.1.1 <u>Standard Specifications for Water and Sewer Main Construction in Illinois</u>, Fifth Edition, 1996 (the Water & Sewer Specs.); and
 - 1.1.2 <u>Standard Specifications for Road and Bridge Construction</u> as adopted by the Illinois Department of Transportation, January 1, 2007; along with <u>Supplemental Specifications and Recurring Special Provisions</u> (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2010; and
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois revised March, 2006.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

2. COOPERATION OF CONTRACTOR

- 2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.
- 2.2 The Contractor shall have on the work site at all times, as the Contractor's agent, a competent English-speaking representative capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Village, and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. The Contractor shall not replace him without prior written notification to the Village.

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

- 3.1 Section 107 of the SSRBC shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:
 - 3.1.1 PROJECT SAFETY. Add the following to Article 107.28:
 - 3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well being of those engaged in the completion of the work specified in this contract.

- 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions regulations of the Occupation Safety and Health Administration and (OSHA) Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P EXCAVATIONS STANDARD.
- 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 3.1.2 BACKING PRECAUTIONS. Pursuant to Sections 14-139(b) and 14-171.l of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.
- 3.1.3 OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS. The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.
- 3.1.4 BARRICADES AND WARNING SIGNS. The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or his representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

4. PROSECUTION AND PROGRESS

- 4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:
 - 4.1.1 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.

4.1.2 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule.

5. MEASUREMENT AND PAYMENT

- 5.1 Section 109 of the SSRBC shall govern measurement and payment, with the following additions:
 - 5.1.1 Modifies Article 109.07 Partial payments will be made per Section 34 of Part II of this document (Billing and Payment Procedures.)
 - 5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors MUST accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

6. GENERAL CONSTRUCTION REQUIREMENTS

- 6.1 The following general requirements are intended to govern the overall priority for the performance of the work described in this contract. As general requirements, they are not intended to dictate to the Contractor the precise method by which these tasks shall be performed.
- 6.2 All street openings made prior to November 15th shall be fully restored according to the applicable special provisions, and the street reopened to regular traffic upon the availability of hot-mix bituminous concrete. The Contractor shall assume the risk of restoration over those reaches of pipe installed but not yet pressure-tested for pipe integrity.
- 6.3 No more than three hundred linear feet (300 LF) of pavement may be open-cut and closed to use by the motoring public. Access to <u>all</u> individual drives within the current work zone must be restored at the end of each workday.
- 6.4 The Contractor shall maintain traffic flow on all streets during the day in accordance with the applicable special provision. Adequate signing and flagging is of particular importance for safe travel of all residents.
- 6.5 The Contractor shall conduct his operations to interfere as little as possible with Village employees or the public on or near the Work. All construction work specified under this contract shall be so engaged as to not impede normal traffic and pedestrian ways. Any barricading to detour traffic must receive prior written approval from the Engineer. Non-poured and/or non-finished concrete shall not be allowed to extend over a Saturday and Sunday period. All construction work shall be done such that; continuous access to schools or businesses is maintained, although it may be restricted to one lane

with proper barricading.

Special consideration to hours and location of work near schools shall be made to allow for full and safe access during normal student arrival and departure schedules.

- Access to residential property may be curtailed during the hours of 8:00 a.m. to 5:00 p.m. local time only when necessitated by work in progress immediately adjacent to driveways.
 - However, in all cases total access must be restored to all types of properties over weekends and legal holidays (5:00 p.m. local time Friday to 8:00 a.m. local time Monday, or until 8:00 a.m. local time the day following a legal holiday). For the purpose of this special provision the term "total access" shall be defined as the placement of compacted courses of aggregate or other material approved by the engineer to points not less three (3) feet beyond each side of driveways such that vehicular travel is maintained. The costs for supplying and placing materials and for maintaining total access shall be incidental to the contract unit prices.
- 6.7 All voids and open excavation remaining adjacent to newly constructed curb and gutter, sidewalks, driveways, etc., must be addressed in a timely manner. For that period prior to full parkway restoration or turf placement, the Contractor shall backfill and grade all disturbed areas in the parkway so as to insure the safety of the general public. Parkways shall be left in a safe, clean and usable condition conducive to foot traffic and to the satisfaction of the Village. The Contractor shall also work to keep disturbed areas in the parkway weed free.

7. CONSTRUCTION STAKING AND RECORD DRAWINGS

- 7.1 Section 5-7 of the Water and Sewer Specs shall be replaced in its entirety by the following:
- 7.2 The Contractor shall furnish and place all construction layout stakes for this project. Competent personnel with suitable equipment shall conduct this work, supervised by a licensed Illinois Land Surveyor. The Contractor shall be responsible for having the finished work conform substantially to the lines, grades, elevations and dimensions shown on the plans.
- 7.3 The Contractor shall provide adequate control points to construct the individual Project elements, and shall provide the Engineer with adequate control in close proximity to check the compliance of the elements constructed.
- 7.4 The Contractor shall record all field notes in standard survey field notebooks and those books shall become the property of the Owner at the completion of the Project. All notes shall be neat, orderly and in an accepted format.
- 7.5 Prior to final payment, the Contractor shall provide the Owner with record drawings showing the lines, grades, elevations and dimensions of all work constructed. The Contractor shall also provide digital files listing all constructed manholes, catch basins, inlets, vaults, and any other structures and/or critical items defined by the Engineer as part of the project. The digital files shall list the items above as points with supplemental data as shown below in the Stormwater and Watermain GPS Code Lists.

Watermain GPS Code List

Field Name	Description	Entry
ValvelD	Short Unique ID (1,2,3)	
Notes	special notes	
GISlocQity	Location quality of valve point	good, fair, poor, hand
StructID	Unique ID, if applicable	
CollType	How was point collected?	HQGPS, locates, hand
CollSource	Who collected point?	
Owner	Who owns valve?	VDG, private, other
Structure	What type of valve is it?	main line, interconnect, fire protection, domestic

Stormwater GPS Code List

Field Name	Description	Entry
Lid_Type	frame and grate type	solid, open, b-hive, rollback, square, guard, other, none
Structure		inlet, manhole, catch basin, endsection, culvert, bridge, blind tap, other, none
Inverts (no inverts = 0)	# of inverts	
Strct Dept (ft)	structure depth	
Invert_Dep (ft)	invert depths, starting at north position going clockwise	
Invert_Siz (in)	invert sizes, starting at north position going clockwise	
Invert_Mat	invert material starting at north position going clockwise	RCP, CMP, PVC, clay, ductile iron, plastic, other, none
Flow Angle		90 degrees, 135 degrees, straight through, 1 hole, junction, other, none
Flow Direc		north, south, east, west, NE, NW, SE, SW, divide
Strct_Matr	structure material	cast, block, brick, unknown, other, none, clay
Condition	structure condition	new, good, repair, replace, clean, unknown
Point_Loca	location of shot taken on rim	Center, Rim, Centr StSide, Invert, Top Pipe, Top Center Wall, Nrim, Srim,
		Erim, Wrim, Hand Marked, Flow Line
Comment1	special comments	
Comment2	special comments cont'd	
ColiType	How point was collected	HQGPS, locates, hand
CollSource	Who collected point?	
Outfall	is the structure an outfall?	yes, no

Basis of Payment: This work will be paid for at the contract LUMP SUM price for:

CONSTRUCTION STAKING AND RECORD DRAWINGS,

which price shall be payment in full for the work as specified herein.

8. PRECONSTRUCTION VIDEOTAPING

8.1 This work shall consist of furnishing all materials and labor required to perform a videotape survey of the construction limits, adjacent right-of-way, and adjacent structures bordering the work. This shall include, but not be limited to, existing buildings, garages, pavements, curb and gutter, sidewalks, fences, trees and landscaping. Two (2) copies of the videotape shall be furnished to the Owner in DVD format. Videotaping shall be performed by a reputable company meeting the approval of the Owner, in the presence of a representative of the Owner, and shall be performed prior to the commencement of construction. The videotape survey shall serve as a basis for establishing damage that has occurred as a result of construction operations.

Basis of Payment: This work will be paid for at the contract LUMP SUM price for:

PRECONSTRUCTION VIDEOTAPING,

which price shall be payment in full for the work as specified herein.

9. ACCESS AND WATER SHUT-OFF NOTIFICATION

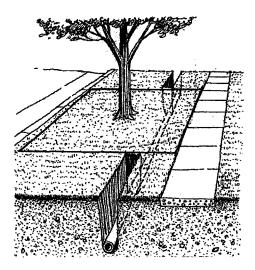
- 9.1 If access to a driveway will be blocked, or water will be turned off, the Contractor shall give that resident or business proper written notification at least 24 hours in advance. The Contractor must provide them the opportunity to remove their cars from the drive or make other arrangements, and prepare for any shutdown of the water system. Samples of written notices shall be submitted to the Engineer for approval.
- 9.2 In addition, the Contractor shall be responsible for notifying the resident or business verbally on the morning of any driveway closure, to ensure awareness of the lack of access.

Basis of Payment: This work shall be considered INCIDENTAL to the project.

10. TREE PROTECTION

- 10.1 Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village Forester shall approve all tree protection measures and any deviations. All tree protection measures and any deviations shall be noted in the contract specifications and on approved project plan sheets and permits using the guidelines listed below.
- 10.2 Tree protection shall include avoiding damage to the above ground tree branches and trunk, and the below ground root system and surrounding soil. Tree crowns and trunks shall not suffer any branch or bark loss. Roots shall be protected from compaction, storage of materials, severing, regrading of the parkway or excavation unless specifically noted on the project plan sheets.
- 10.3 The Critical Root Zone, or CRZ, is the area immediately surrounding a tree that must be protected from damage. In a municipal parkway setting with utilities and paved or concrete surfaces, the size of the CRZ has been adjusted to form a rectangle around the parkway tree trunk with minimum dimensions listed in the following table. The depth of the CRZ extends to 4 feet below the natural ground surface level.

Parkway	Width street to property	Length along street	
Tree diameter at 4.5'	(min. curb to sidewalk)	street(minimum)	Depth
0 - 12.0 inches	10.0 feet	10 feet	4 feet
12.1 – 24.0 inches	10.0 feet	20 feet	4 feet
24.1 or more inches	10.0 feet	30 feet	4 feet



- 10.4 For projects that involve excavations of less than one (1) foot in depth in the parkway or street and are replacing structures in the same location, fencing of the public parkway trees shall not be required. Example projects include, but are not limited to, street pavement resurfacing, curb removal/replacement, driveway removal/replacement, or sidewalk removal/repairs or new sidewalk installations. Contractors shall be mindful of the CRZ dimensions and potential for fines if any parkway trees suffer any unauthorized damage as determined by the Village Forester.
- 10.5 For projects that involve excavations of two (2) or more feet in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new roundway keystops and domestic service box installations, sanitary line replacements and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the parkway soil volume around public parkway trees.
- 10.6 Projects that require fencing (listed above) shall fence the public parkway trees with six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. The dimensions of the fence shall depend on the tree diameter size and shall follow the table listed for the CRZ above, or as large as practical dependent on driveways and other field conditions. The fenced rectangle shall have three (3) sides with the opening facing the adjacent residences for easy access for mowing or tree care. Under no circumstances shall any items be stored within the fence. All fence shall be maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.
- 10.7 To avoid damage to the CRZ, utilities must be augered underneath the public parkway trees. Excavation pits for augering equipment are to be outside the fenced area and are to be shown on the project plan sheets. Excavation pits for roundway keystops and domestic service boxes are to be as small as practical with excavation occurring in a direction away from the adjacent public parkway tree.

- 10.8 In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water or sanitary service replacement), subject to the approval of the Village Forester, sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. Root pruning and excavation activities shall occur such that the smallest volume of soil and roots is disturbed, and the locations shall be shown on the project plan sheets.
- 10.9 In addition to fines and citations that may be assessed for violations of any Chapter 24 of the Municipal Code (such as not maintaining fencing around the CRZ or unauthorized removal of protected trees), the contractor may be subject to the following provisions:
 - issuance of an invoice for the value or partial value of the tree lost due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
 - costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
 - fines of \$500 for the 1st offense; \$1,000 for the 2nd offense; \$2,500 for the 3rd and subsequent offenses.
 - each day during which a violation continues shall be construed as a separate and distinct offense.
- 10.10 The value or partial value of the tree lost shall be determined by the Village Forester using the most current edition of the <u>Guide for Plant Appraisal</u> (prepared by the Council of Tree & Landscape Appraisers and the International Society of Arboriculture) and the most current edition of the <u>Species Ratings & Appraisal Factors</u> for Illinois (prepared by the Illinois Arborist Association). The total cost determined for the damage shall be deducted from the payments made to the Contractor for the project. Should the Village hire another Contractor or tree service to complete pruning work, these costs shall also be deducted from the payments made to the Contractor.

Basis of Payment: This work shall be considered incidental to the project.

TREE PROTECTION.

which price shall be payment in full for the work as specified herein, except tree removal as defined by the standard specifications, which will be paid for separately.

11. EROSION, SEDIMENTATION AND DUST CONTROL

Throughout each and every phase of the project, all downstream ditches and storm sewers shall be protected from the run-off of roadway surfaces, excavations, and other construction activities generating the movement of dirt, mud, dust and debris. This work shall consist of constructing temporary erosion and sedimentation control systems as shown on the plans or as directed by the Engineer. The work shall be placed by methods and with materials in accordance with Sections 280, 1080 and 1081 of the SSRBC, except as amended herein.

11.2 All roadway surfaces shall be kept free of dirt, mud, dust and debris of any kind at all times through all phases of the project. All downstream ditches shall be protected from erosion and sedimentation by the installation of straw bale and/or silt fence ditch checks. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three days, shall be protected against erosion and sedimentation runoff by use of straw bales. Storm sewer inlet structures or manholes shall be protected by temporary placement of geotextile fabric, straw bales, or solid lids, as authorized in the field by the Engineer.

Dirt, mud, dust and debris of any kind shall be removed from the roadway surface to the satisfaction of the Engineer by any one or combination of the following: approved mechanical sweeping equipment, manual labor, or other approved techniques.

11.3 Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.

DEFICIENCY CHARGE:

The Village reserves the right to apply deficiency deductions per the applicable portions of Article 105.03 and the included BDE 80180 National Pollutant Discharge Elimination System / Erosion and Sediment Control Deficiency Deduction.

Basis of Payment: This work shall be paid for at the contract LUMP SUM price for:

EROSION, SEDIMENTATION AND DUST CONTROL

11.4 <u>Silt Fence</u> Placement, maintenance, and removal of silt fence at areas designated by the Engineer. The work shall be placed by methods and materials in accordance with Sections 280 and 1080 of the SSRBC, except as amended herein.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for:

PERIMETER EROSION BARRIER,

which price shall be payment in full for the work as specified herein, except tree removal as defined by the standard specifications, which will be paid for separately.

12. TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS

- This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. All traffic control devices used on this project shall conform to the <u>Standard Specifications for Traffic Control Devices</u> and the <u>Illinois Manual on Uniform Traffic Control Devices</u>.
- 12.2 No waiving of these requirements will be allowed without prior written approval of the Engineer.
- 12.3 The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to work performed along the route under construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The Contractor shall ensure that work zone in question is properly signed, barricaded and otherwise marked.
- 12.4 The contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations shall be protected by Type I barricades equipped with working bi-directional flashing lights at each end of the excavation, as well as at 50-foot intervals between ends for excavations greater than 50 feet in length and weighted down by one sandbag per each barricade. All street closures shall be protected by Type III barricades equipped with working bi-directional flashing lights and weighted down by eight sandbags per each barricade.
- 12.5 The Contractor shall plan his work so that there will be no open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.
- In the event that one direction of vehicular travel must be closed, the Contractor has the option of setting up a detour route or using flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and lane closures, and shall issue written authorization prior to closure.
 - In the event that both directions of vehicular travel must be closed, the Contractor shall set up a detour route to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and shall issue written authorization prior to closure.
- 12.7 The Contractor shall maintain his operations in a manner such that traffic flow shall not be substantially impeded during the construction of the proposed improvements. Where traffic must cross open trenches during a given work day, the Contractor shall provide steel plates at street intersections and driveways. Prior to the end of a given work day, the pavement surface shall be temporarily restored.

No open excavation may be left overnight or on the weekend without the express written permission of the Engineer.

- 12.8 No street closure shall be permitted without the express written permission of the Engineer. No street closure may be in effect from Friday night at 4:30PM to Monday morning at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.
- 12.9 As the condition and location of the work changes, the Contractor shall maintain all traffic control devices and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the Contractor on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.
- 12.10.1 The Contractor shall provide a name and phone number of a responsible party capable of providing emergency service, 24 hours per day, for the duration of the Project.

DEFICIENCY CHARGE:

The primary concern of the Village is to maintain a safe travel way for the public and a safe environment for the work in the construction zone. The Contractor is expected to comply with the Standard Specifications, contract plans, the Special Provisions and directions from the Engineer concerning traffic control and protection. The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall immediately respond correcting traffic control deficiencies by dispatching workers, materials and equipment to correct such deficiencies.

Failure to comply with directions from the Engineer for corrections or modifications to the traffic control and protection will result in a deduction of either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater, in accordance with Article 105.03. This charge is separate from the cost of any corrective work ordered. The contractor shall not be relieved of any contractual responsibilities by the Village's actions.

Basis of Payment: This work shall be paid for at the contract LUMP SUM price for:

TRAFFIC CONTROL, MAINTENANCE OF TRAFFIC, DETOURS,

which price shall be payment in full for the installation and maintenance of proper traffic control to protect the work and public for the duration of the Project.

13. STREET SWEEPING AND DUST CONTROL

13.1 All roadway surfaces shall be kept free of dirt, mud, dust and debris of any kind throughout every phase of the project. Dirt, mud, dust and debris of any kind shall be removed from the roadway surface to the satisfaction of the Engineer by any one or combination of the following: approved mechanical sweeping equipment, manual labor, or other approved techniques.

— Whenever ordered by the Engineer, especially for locations subject to a particularly high volume of traffic, the Contractor shall mechanically sweep the work site.

Basis of Payment: This work will be paid for at the contract unit price per EACH for

STREET SWEEPING,

which price shall be payment in full for the work as specified herein.

14. TEMPORARY BITUMINOUS PATCH

14.1 This item shall be used at locations where water main, sanitary, or storm sewer installation is not complete, but the trench must be patched due to weather, high vehicular traffic concentrations, or the direction of the Engineer. In these locations, three (3) inches of 'Bituminous Cold Patch', placed and compacted in one lift, shall be placed on the compacted CA-6 sub base. This pavement shall be placed against a prepared saw cut pavement. The surface of the finished patch shall be even with the existing finished pavement. Areas of pavement to be opened after November 15th shall be done so only with the approval of the Engineer. The maximum width paid for this item, shall be the maximum pavement replacement width permitted by the Standard Specifications for Water and Sewer Construction in Illinois, or as otherwise directed by the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price per TON for:

TEMPORARY BITUMINOUS PATCH,

which price shall include all labor, material, and equipment necessary for furnishing, placing, maintaining, removing and disposing of the bituminous patching material surface used in the construction of temporary road and drive approach surfaces. This item shall also include the maintenance of the temporary pavement.

15. POROUS GRANULAR EMBANKMENT, SPECIAL

- This work shall consist of removing and disposing of unsuitable sub-grade, furnishing, placing and compacting porous granular material to the lines and grades shown on the plans or as directed by the Engineer in accordance with the applicable portions of Sections 202 and 207 of the Standard Specifications. The material shall be used as a bridging layer over soft, pumpy, loose soil areas and for placement under water. The material shall conform with Article 1003.04 and 1004.05 of the Standard Specifications except the graduation shall be as follows:
 - 1. Crushed Stone, Crushed Blast Furnace Slag and Crushed Concrete

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

2. Gravel, Crushed Gravel and Pit Run Gravel

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

For undercuts less than 18" the percent passing the 6" sieve may be 90±10 and the 4" sieve requirement eliminated.

- 15.2 The porous granular material shall be placed in one lift when the total thickness to be placed is two (2) feet thick or less or as directed by the Engineer. Rolling each lift of the porous granular material with a vibratory roller meeting the requirements of Article 1101.1 of the Standard Specifications should be sufficient to obtain the desired keying or interlock and necessary compaction. The Engineer shall verify that adequate keying has been obtained.
- 15.3 A three- (3) inch nominal thickness top lift of capping aggregate having a gradation of CA-6 will be required. The use of on-site bituminous grindings resulting from bituminous surface removal, substantially meeting the gradation of CA-6, shall also be permitted. The granular cap shall be compacted to the satisfaction of the Engineer. It shall be the Contractor's responsibility that all proposed bituminous replacement regarding patching and paving operations in these areas will meet the specified performance criteria of their respective pay items.
- 15.4 Construction equipment not necessary for the completion of the replacement material will not be allowed on the undercut areas until completion of the recommended thickness of the porous granular embankment, special.
- 15.5 This work will be measured for payment in accordance with Article 207.04 of the Standard Specifications. When specified on the contract, the theoretical elevation of the bottom of the aggregate subgrade shall be used to determine the upper limit of Porous Granular Embankment, Special. The volume will be computed by the method of average end areas.

Basis of Payment: This work shall be paid for at the contract CUBIC YARD price for:

POROUS GRANULAR EMBANKMENT, SPECIAL,

which price shall include the capping aggregate, as required. The Porous Granular Embankment, Special shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown on the plans.

16. CLEANING UP

The Contractor shall, at all times, keep the premises free from an accumulation of waste material or rubbish caused by his employees or work. At the end of the day, he shall remove all his rubbish from and about the streets and sidewalks. All his tools, form boards, and surplus materials shall be removed and relocated to any temporary on-site storage location assigned by the Village or its Engineer, and shall leave his work "broom clean" or its equivalent, unless more precisely defined. Upon completion of the work called for by the contract, and upon final inspection and acceptance, the Contractor shall remove any of his remaining rubbish, tools, form boards, and surplus materials completely from the work site.

In case of dispute, the Village may remove the rubbish and charge the cost to the Contractor.

17. EXISTING UTILITIES

Existing Public Utilities, such as watermains, sewers, gas lines, streetlights, telephone lines, electric power lines, etc., shall be protected against damage during the construction of this project. The Contractor shall contact the Owners of all public utilities and obtain locations of all utilities within the limits of the proposed construction and make arrangements, if necessary, to adjust or move any existing utility at the utility company's expense. Any expense incurred by the contractor in connection with making arrangements shall be borne by the Contractor and considered incidental to the contract. It shall be this Contractor's responsibility to determine the actual location of all such facilities in the field.

The adjustment of all facilities of Nicor, SBC, the Commonwealth Edison Co., DuPage Water Commission, etc. shall be done by the respective utility company, and if known, are indicated on the plans as to be done "By Others". All other utility adjustments to sewer, water, and local facilities shall be performed under this contract, under the supervision of the Owner of the utility, and will be paid for under the respective items in the contract unless otherwise indicated on the plans or directed by the Engineer.

Any existing facilities, residential or commercial sprinkler systems, etc. disturbed shall be returned to their original condition and any damage to said facilities shall be repaired immediately. The cost of repairs of any damaged utility shall be by agreement between the Contractor and the facility owner or utility company, and at no cost to the Village.

Whenever the locations of existing utilities are known, the approximate location of said utility is indicated on the plans. This information is given only for the convenience of the Bidder and the Owner assumes no responsibility as to accuracy of the information provided. The Contractor shall consider in his bid the location of all permanent and temporary utility appurtenances to their present or relocated positions, whether shown on the plans or not, and no additional compensation will be allowed for delays, inconvenience, or special construction methods required due to the existence of said appurtenances.

Whenever 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 order a deviation in the plan as required, the Engineer shall order a deviation in the line and/or grade to resolve the conflict, or relocation of the obstruction. The Contractor will be compensated for any additional pipe material, fittings, granular backfill, or structures required at the respective contract prices, and measured as specified in the Contract. No additional compensation will be allowed for delays or inconveniences, additional excavation, or any special construction methods required in prosecuting the work due to the existence of said obstruction.

IV. SPECIAL PROVISIONS

The following Special Provisions shall modify, supercede, or supplement the Standard Specifications referred to in Section III - General Provisions.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *supplemented* by any of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph shall remain in effect. The Special Provisions shall govern in addition to the particular Standard Specification so supplemented, and not in lieu thereof.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *amended*, *voided*, or superceded by any of the following paragraphs, any provision of such section, subsection, paragraph, or subparagraph standing unaffected, shall remain in effect. The Special Provisions shall govern in lieu of any particular provision of the Standard Specification so amended, voided, or superceded, and not in addition to the portion changed.

1 CLASS D PATCHES, 4" or 6"

<u>Description:</u> This work shall consist of pavement patching by methods and with materials in accordance with Sec. 442 of the SSRBC, except as amended herein.

The Contractor shall not use equipment of excessive size or weight that causes damage to existing pavement or appurtenances. Any damage done to the existing pavement or appurtenances that are to remain in place shall be repaired or removed and replaced by the contractor at his/her own expense, as directed by the Engineer.

Pavement patching shall include the saw cutting of existing pavement to a depth not less than four inches (4") or six inches (6") and the supplying and application of bituminous prime to the full edge of existing pavement where marked in the field by the Engineer. Pavement patches shall vary in area but minimum width shall be measured at six feet (6'). Pavement patching shall be to a depth not less than four inches (4") or six inches (6"), and shall be a minimum of 4" or 6" below milled surface when Hot-Mix Asphalt Surface Removal is called for. Where applicable the existing subbase shall be leveled and compacted. Where remaining base is bituminous pavement material or material other than aggregate base, the bottom of each prepared hole shall be free of all loose material and a bituminous prime shall be applied to the bottom prior to replacement of HMA patches.

The use of surface removal equipment that complies with Art. 440.04 of the SSRBC will be permitted. The edges of the patch shall be smooth and free of loose material to a depth of not less than four inches or six inches. The supplying and application of bituminous prime shall be incidental.

The hot-mix asphalt material shall conform to the requirements for Hot-Mix Asphalt Binder Course, IL-19.0, N50.

Method of Measurement: Pavement removal and replacement will be measured for payment in place, and the area computed in square yards. Patches determined to be 25 square yards or greater in area shall be classified as Type IV, 4" or Type IV, 6". Patches determined to be less than 25 square yards in area shall be classified as 4" Special or 6" Special.

Basis of Payment: This work shall be paid for at the contract unit price per Square Yard for CLASS D PATCHES, TYPE IV, 4" or CLASS D PATCHES, TYPE IV, 6" or CLASS D PATCHES, 4" SPECIAL or CLASS D PATCHES, 6" SPECIAL which price shall be payment in full for the work as specified herein.

2 CLASS D PATCHES, 8"

<u>Description</u>: This work shall consist of pavement patching by methods and with materials in accordance with the applicable parts of Sec. 442 of the SSRBC, except as amended herein.

The Contractor shall not use equipment of excessive size or weight that causes damage to existing pavement or appurtenances. Any damage done to the existing pavement or appurtenances that are to remain in place shall be repaired or removed and replaced by the contractor at his/her own expense, as directed by the Engineer.

Pavement patching shall include the full depth saw cutting of the existing pavement as marked by the Engineer. The existing sub-base shall be leveled and compacted. The edges will be smooth and free of loose material to the specified depth of patch. The supplying and application of bituminous prime on the full depth of edges shall be considered incidental.

The hot-mix asphalt material shall conform to the requirements for Hot-Mix Asphalt Binder Course, IL-19.0, N50, and will be placed in compacted lifts not to exceed four inches.

Method of Measurement: Pavement removal and replacement will be measured for payment in place, and the area computed in square yards. Patches determined to be 25 square yards or greater in area shall be classified as Type IV, 8". Patches determined to be less than 25 square yards in area shall be classified as 8" Special.

Basis of Payment: This work shall be paid for at the contract unit price per Square Yard for CLASS D PATCHES, TYPE IV, 8" or CLASS D PATCHES, 8" SPECIAL.

3 PAVEMENT REMOVAL & PCC REPLACE, 8" SPECIAL

<u>Description</u>: This work shall consist of pavement patching by methods and with materials in accordance with the applicable parts of Sec. 442 of the SSRBC, regarding Class B patching, except as amended herein.

For patches designated as PAVEMENT REMOVAL AND PORTLAND CEMENT CONCRETE REPLACEMENT, 8" SPECIAL, patches shall be tied to existing adjacent concrete pavement on all sides with 3/4" x 24" epoxy coated deformed tie bars embedded to a depth of 9" +/- ½" on 24" centers. Unless otherwise directed by Engineer, patch shall also be tied to adjacent curb and gutter. Patch shall also be reinforced by the placement of reinforcement fabric meeting the requirements of Article 1006.10 of the Standard Specifications, at ½ patch depth. Support chairs to be used as necessary to maintain proper height of reinforcement fabric.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per Square Yard for PAVEMENT REMOVAL AND PORTLAND CEMENT CONCRETE REPLACEMENT, 8" SPECIAL which price shall be payment in full for the work as specified herein.

4 COMBINATION CONCRETE CURB AND GUTTER REMOVAL

<u>Description:</u> This work shall consist of the removal of existing P.C.C. Curb and Gutter of the type and size at the locations noted in Schedule of Quantities. This work shall be performed in accordance with Section 440 of the SSRBC, except as amended herein.

At those locations where curb removal operations fall within the Critical Root Zone (CRZ) the Contractor will be required to trench with a "chain" driven trencher immediately back of curb prior to curb removal. This procedure will proceed uninterrupted through the CRZ and insure general tree root pruning. The width of the CRZ shall be determined as noted in the specification for TREE PROTECTION elsewhere in these documents. If it is determined that proposed removal methods do not cause undo harm to adjacent roots, the Village Forester may waive the need to perform trenching.

During removal operations Contractor shall take special care not to damage or extend sawed joint into adjacent appurtenances such as driveways and sidewalks which are to remain in place. During machine sawing operations Contractor shall also take special care to remove, clean, or otherwise account for any residue / slurry produced by the sawing so material will not be tracked by either vehicular or foot traffic onto adjacent appurtenances which are to remain in place.

Basis of Payment: This work will be paid for at the contract unit price per Linear Foot for COMBINATION CONCRETE CURB AND GUTTER REMOVAL which price shall be payment in full for all work specified herein.

5 COMBINATION CONCRETE CURB AND GUTTER OF TYPE SPECIFIED

<u>Description</u>: This work shall consist of the replacement of existing P.C.C. Curb and Gutter of the type and size existing at the locations noted in Schedule of Quantities. This work shall be performed in accordance with Section 606 of the SSRBC except as amended herein.

Replacement of curb and gutter shall be with Class SI concrete and shall include the placement of three-quarter inch (3/4") premolded expansion joint filler perpendicular to the back of curb for the full depth of the curb and gutter where, abutting existing concrete, at five feet (5') either side of utility structures, and at no more than ninety foot (90') intervals. All expansion joints shall include the placement of two (2) three-quarter inch (3/4") dowel bars with pinched stop caps as specified on detail sheet. Two (2) three quarter inch (3/4") dowel bars shall also be placed at all construction joints as specified on detail sheet and shall be drilled into existing curb and gutter a minimum of six inches (6"). New curb and gutter shall be backfilled with existing excavated earth.

Placement of curb and gutter shall include sawing joints to a depth not less than two (2") inches perpendicular to the back of curb at no more than fifteen foot (15') intervals with subsequent crack filling of same. The contractor shall take care not to disturb adjacent pavement or appurtenances. Pavement or appurtenances disturbed by this operation shall be repaired and will not be paid for separately, but will be considered as incidental to the pay item for COMBINATION CONCRETE CURB and GUTTER, OF TYPE SPECIFIED.

When new curb and gutter is placed adjacent to concrete pavement or base, it shall be tied along the longitudinal construction joint with No. 6 (3/4") bars at 24" centers in accordance with the applicable portions of Article 420.05 of the Standard Specifications.

Placement of curb and gutter as noted on Schedule of Quantities to be reinforced shall also include the placement of two (2) No. 4 (½") epoxy coated deformed reinforcement bars meeting the applicable portions of Section 508 of the Standard Specifications, at one-half depth of the body of the gutter running the entire length of newly placed sections. Curb and gutter placed as described in this paragraph will be paid for as COMBINATION CONCRETE CURB AND GUTTER (TYPE SPECIFIED), REINFORCED.

All voids existing between newly placed curb and gutter and the adjacent roadway pavement shall be filled with Class SI concrete, prior to bituminous surface placement, to a point 1-1/2 inches below finish grade. This work shall be considered incidental.

Placement of curb and gutter shall include the application of membrane curing compound, Type III, of the materials and by methods in accordance with Articles 1020.13 and 1022.01 of the Standard Specifications unless otherwise directed by the Engineer.

If placement of curb and gutter takes place prior to April 15, or after October 15, the curb and gutter shall be properly cured and that followed by the application of two coats of boiled linseed oil of the materials and by methods in accordance with Article 420.18 of the Standard Specifications.

<u>Basis of Payment</u>: This work shall be paid for at the contract unit price per Linear Foot for COMBINATION CONCRETE CURB AND GUTTER (TYPE SPECIFIED) or COMBINATION CONCRETE CURB AND GUTTER (TYPE SPECIFIED), REINFORCED which price shall be payment in full for the work as specified herein.

6 MANHOLES OR INLETS, TO BE ADJUSTED OR RECONSTRUCTED

This item shall be done in accordance with Sec. 602 of the SSRBC and the following provisions.

All excavation for structure adjustment shall be replaced with Class SI concrete and in accordance with the attached details. For excavation required for reconstructed items, backfill materials shall be mechanically compacted SELECTED GRANULAR BACKFILL placed per the special provision elsewhere in these documents.

Castings shall be set in mortar or bituminous mastic beds. The adjustment of the casting to the required final grade shall be made with precast concrete adjusting rings. Brick, concrete block, or wooden shims will not be permitted.

When adjustments include new frame and grate or new frame and lid, all replacement frames, grates and lids shall be heavy duty. Depending on the type of frame, care shall be taken to properly align the new frame with the curb and gutter, and maintain the proper size opening into the structure.

Although the cost of adjusting structures per this specification will be paid for under this contract, the contractor shall be aware that many of the structures are not the property of the Village of Downers Grove, and that such work may require inspections and/or permits from other governmental agencies.

This work shall also include the reconnection as necessary of all existing inlet and outlet pipes to the drainage structure to the satisfaction of the engineer. No brick "collars" or reduction in pipe inside diameter will be allowed.

For those structures noted on the Schedule of Quantities or as designated by the Engineer as MANHOLE TO BE ADJUSTED, SPECIAL, for that period after Hot-Mix Asphalt Surface Removal operations and prior to adjustment to finished pavement elevation, frames and lids or grates shall be removed from the structure and stored in a safe manner until reused. The resulting void over the structure shall be covered with a steel plate and temporary pavement, or other approved method, capable of carrying the anticipated daily traffic in a safe manner. The contractor shall also make note of structure location so it may be reestablished after initial bituminous paving operations have been completed.

Basis of Payment: This item shall be paid for at the contract unit price Each for MANHOLE TO BE ADJUSTED or MANHOLE TO BE ADJUSTED, SPECIAL or MANHOLE TO BE ADJUSTED WITH NEW FRAME AND LID (TYPE SPECIFIED) or MANHOLE TO BE RECONSTRUCTED.

This item shall also be paid for at the contract unit price Each for INLET TO BE ADJUSTED or INLET TO BE ADJUSTED WITH NEW FRAME AND GRATE (TYPE SPECIFIED) or INLET TO BE RECONSTRUCTED or INLET TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE (TYPE SPECIFIED) which price shall be payment in full for all labor and materials specified herein including backfill with Selected Granular Backfill.

7 PORTLAND CEMENT CONCRETE SIDEWALK

<u>Description</u>: This work shall consist of the removal and replacement of existing P.C.C. Sidewalk of the type existing, and at the locations noted on Schedule of Quantities. All P.C.C. Sidewalk shall be removed and placed by methods and with materials in accordance with the SSRBC, except as amended herein.

Removal of sidewalk shall include the saw cutting of existing concrete as directed by the Engineer. Removal of sidewalks shall also include any necessary pruning and removal of tree roots, bituminous paved sidewalks and/or bituminous overlayment of existing sidewalks, or excavation necessary to place the proposed thickness of sidewalk.

Replacement of sidewalk shall be of the width and thickness as noted on the Schedule of Quantities and as directed by the Engineer. Thickness of the proposed sidewalk shall generally be (5") five inch for standard or courtesy walks, (6") six inch for full width across residential drives, and (8") eight inch for full width across commercial drives.

Placement of P.C.C. sidewalk shall include the excavation for and placement of four inches (4") of Type B, CA-6, compacted aggregate base, the (3/4") three-quarter inch scoring of contraction joints (5') five feet on center, the placing of (3/4") three-quarter inch premolded expansion joints where new concrete abuts existing concrete and/or at (100') one-hundred feet on center and/or at the end of a pour. This work shall also include the adjustment to proper grade of all water valve or private utility boxes encountered.

Replacement of sidewalk shall include the application of membrane curing compound, Type III, of the materials and by methods in accordance with Articles 1020.13 and 1022.01 of the Standard Specifications unless otherwise directed by the Engineer.

At those locations where existing street configuration does not contain curb and gutter, it is necessary to end construction of new sidewalk with a minimum of two (2) feet separation from the existing or proposed edge of pavement. At these locations, a HMA transition sidewalk shall be constructed between the concrete sidewalk and the edge of pavement.

Construction of the transition sidewalk shall include excavation as necessary for the full width of the concrete sidewalk, placement and compaction of the four inches (4") of Type B, CA-6 aggregate base, and the placement and compaction of 5 inches (5") of Hot-Mix Asphalt Surface, Mixture C, N50 (IL 9.5) per the applicable portions of Sec. 442 of the Standard Specifications. Asphalt to be placed in compacted layers not to exceed four inches (4").

Hot-Mix Asphalt Binder Course, IL-19.0, N50 may be utilized for the bottom courses, but in all cases the top course shall be a minimum 1 ½ inch lift of the HMA Surface noted above.

For those locations as noted on the Schedule of Quantities or as designated by the Engineer for Detectable Warnings, work shall be completed in accordance with Section 424 and Standard 424001-05 regarding curb ramps with detectable warnings and as amended herein.

Detectable Warnings will NOT include any placement of full depth red dyed concrete or other on-site fabrication such as stamping or molding the fresh concrete with coloring added to the surface of the concrete. A variety of manufacturing processes and materials are used to produce detectable warning products. Types that may be proposed by the contractor and subject to approval by the Village include:

Dimensional Pavers - Includes all products that are sufficiently thick, ½" to 4", to require that they be recessed into the sidewalk or curb ramp. Examples include natural stone, stone composites, ceramic tile, paving brick or concrete pavers, and precast concrete units.

Thin Pavers – Includes all products that are a nominal 1/8" thick and may be applied to the surface of a new or existing sidewalk or curb ramp. Examples include glass and carbon reinforced copolymer composite or vitrified polymer composite.

Other products of Thin Paver variety that are NOT acceptable are items of flexible polyurethane or preformed thermoplastic.

Color of detectable warnings shall be brick red. The area of red detectable warning shall be protected from overspray during the application of Type III membrane curing compound.

If replacement of sidewalk takes place prior to April 15, or after October 15, all sidewalk shall be properly cured and that followed by the application of two coats of boiled linseed oil of the materials and by methods in accordance with Article 420.18 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price per Square Foot for PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL and for PORTLAND CEMENT CONCRETE SIDEWALK, 5" or PORTLAND CEMENT CONCRETE SIDEWALK, 6" or PORTLAND CEMENT CONCRETE SIDEWALK, 8" which price shall be payment in full for the work as specified herein.

Detectable warnings shall be paid for at the contract unit price per Square Foot for DETECTABLE WARNINGS which price shall be in addition to the cost for placement of the 5" sidewalk at the curb ramp.

8 TREE ROOT PRUNING

<u>Description</u>: All trees, public or private, affected by new sidewalk installation within its root protection zone, shall be root pruned prior to any excavation taking place. Root pruning shall be performed in accordance with the Tree Protection Zone detail of the Plans, and shall be done only to the depth of the excavation necessary for installing the new walk. Root pruning shall start and proceed uninterrupted for the length of travel through the root protection zone. Root pruning shall be made no more than 10 inches from the tree-side edge of the proposed walk.

Approval by the Village Forester of the equipment to be used for root pruning, as well as the proposed path of the root pruning work, is required prior to the work being performed. The Engineer or his representative shall permit no excavation until written approval is obtained by the Contractor from the Village Forester. Additional, no materials or equipment may be stored or kept in the Tree Protection Zone. Tree damage, as determined by the Village Forester, shall be assessed to the Contractor using the most recent edition of the Guide for Plant Appraisal, published by the International Society of Arboriculture.

Basis of Payment: This work shall be paid for at the contract unit price per Linear Foot for TREE ROOT PRUNING

9 PARKWAY RESTORATION, SALT TOLERANT, SPECIAL

This item shall be done in accordance with the applicable portions of Sec. 252 of the SSRBC and the following provisions.

As contract work progresses through the Village, parkway restoration work shall commence in a timely manner in areas where permanent placement of new curb and gutter, driveways, sidewalks, etc., has been completed. Under no circumstances shall the Contractor prolong final grading, shaping and sod placement so that the entire project can be permanently restored at the same time.

This work shall consist of the excavation, topsoiling and sodding from a minimum of one and one-half (1-1/2) feet to a maximum of three (3) feet behind or adjacent to all curbs, sidewalks and driveways removed and replaced during the course of construction or as directed by the Engineer. Restoration will also be performed on areas disturbed by storm sewer or culvert construction.

All topsoil to be used for parkway restoration shall be obtained from outside the limits of this improvement, transported to the site and placed at required locations to a depth of 4". The topsoil furnished shall be pulverized and shall be free of clay and lumps. All materials shall meet the requirements of Art. 1081.05 of the Standard Specifications.

All sod to be used for parkway restoration shall be an approved grass that is native to the locality of the work. Prior to its installation the contractor shall obtain the approval of the Engineer for the type and place or origin where such sod is obtained. All sod shall be nursery grown and shall be well rooted and suitable for its intended purpose. All sod shall be salt tolerant. All materials shall meet the requirements of Art. 1081.03 of the Standard Specifications.

The Contractor shall insure that the final and resultant product of the parkway restoration procedure shall have a neat and professional looking appearance that is acceptable to the Engineer. If for any reason, the parkway restoration does not meet the Engineer's approval, it shall be cause for rejection of work and the Contractor will be required to correct the appearance to an acceptable nature. The Contractor may, at his option, retain the services of a professional landscaping contractor to insure proper compliance with these specifications. All placement of topsoil shall meet the requirements of Sec. 211 of the Standard Specifications. All placement of sod shall meet the requirements of Sec. 252 of the Standard Specifications.

For that period prior to full parkway restoration, the Contractor shall backfill and grade all disturbed areas so as to insure the safety of the general public. Parkways shall be left in a safe, clean and usable condition conducive to foot traffic and to the satisfaction of the Village. The Contractor shall protect these unfinished areas against erosion and work to keep them weed free.

Basis of Payment: This work shall be paid for at the contract unit price per Square Yard for PARKWAY RESTORATION, SALT TOLERANT, SPECIAL which price shall be payment in full for any excavation and grading necessary, the furnishing, transporting and placement of all topsoil and sod and the full watering of sod such as to insure life through the one year life guarantee at all areas required on the plans or as directed by the Engineer. Unless otherwise directed by the Engineer restoration of disturbed parkways more than three (3) feet behind the back of curb or more than three (3) feet adjacent to newly constructed driveway or sidewalk or more than six (6) feet either side of the newly placed storm sewer or pipe culvert will not be paid for separately but shall be considered incidental to the contract.

10 HOT-MIX ASPHALT DRIVEWAY

This work shall consist of the removal and replacement of asphalt driveways at locations indicated on the plan and/or as required by the Engineer.

The replacement of the driveways shall consist of preparing a subgrade at all required locations, shaping of slopes adjacent to the driveways, the placement and compacting of six inches of CA-6 Aggregate Base, and the placement and compacting of three inches (3") of Hot-Mix Asphalt Surface, Mixture C, N50 (IL 9.5).

At locations noted on Schedule of Quantities, asphalt driveways shall be replaced with the six inches of CA-6 aggregate base along with eight inches (8") of Hot-Mix Asphalt comprised of six inches (6") of Hot-Mix Asphalt Binder, IL-19.0, N50 and finished with a minimum of two inches (2") of Hot-Mix Asphalt Surface, Mixture C, N50 (IL 9.5). Asphalt to be placed in compacted layers not to exceed four inches (4").

This work shall also include the adjustment to proper grade of all water valve or private utility boxes encountered.

The locations at which this work will be measured for payment will consist of only those areas bounded by combination concrete curb and gutter. Those areas where the surface course of the payment flares into existing driveways beyond the limits of the fully improved areas will not be included for payment.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per Square Yard for HOT-MIX ASPHALT DRIVEWAY REMOVAL and for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3" or HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 8", which price shall be payment in full for all work as specified herein.

11 PORTLAND CEMENT CONCRETE DRIVEWAY

This work shall consist of the removal and replacement of concrete driveways at locations indicated on the Schedule of Quantities and/or as required by the Engineer in accordance with the applicable parts of Sec. 423 of the SSRBC except as amended herein.

The replacement of the driveways shall consist of the preparation of subgrade at all required locations, and the furnishing of a six (6") inch thick or eight (8") inch thick Class PV concrete driveway as noted on the Schedule of Quantities. This work shall also include the placement of 3" premolded expansion joints where new concrete abuts existing concrete or as directed by the Engineer.

This work shall also include the adjustment to proper grade of all water valve or private utility boxes encountered.

Replacement of the driveways shall include the application of membrane curing compound, Type III, of the materials and by methods in accordance with Articles 1020.13 and 1022.01 of the SSRBC, unless otherwise directed by the Engineer. If replacement of the driveways takes place prior to April 15, or after October 15, the driveway shall be properly cured and that followed by the application of two coats of boiled linseed oil of the materials and by methods in accordance with Article 420.18 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per Square Yard for PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL and for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6", or PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8" which price will be payment in full for all work as specified herein.

12 AREA REFLECTIVE CRACK CONTROL TREATMENT, SYSTEM A

This item shall be done in accordance with all applicable parts of Section 443 of the SSRBC except as amended herein.

The Reflective Crack Control shall be limited to System A.

<u>Basis of Payment</u>: This item shall be paid for at the contract unit price per Square Yard for AREA REFLECTIVE CRACK CONTROL TREATMENT, SYSTEM A which price shall be payment in full for all labor and materials specified herein.

13 HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

This work shall be done in accordance with Section 440 of the SSRBC except as amended herein.

At those locations designated for HMA Surface Removal, Variable Depth, existing HMA material over existing concrete or brick bases varies in thickness. Unless otherwise directed by the engineer, it is intended that existing HMA surface is to be removed exposing the underlying concrete or brick base.

Basis of Payment: This work shall be paid for at the contract unit price per Square Yard for HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH, 2" TO 3.5" or HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH, 2" TO 4.5"

14 PORTLAND CEMENT CONCRETE SURFACE REMOVAL

This work shall be done in accordance with Section 440 of the SSRBC except as amended herein.

At those locations designated for PCC Surface Removal, surface removal operations will take place on existing Portland Cement Concrete pavements and bases.

<u>Basis of Payment</u>: This work shall be paid for at the contract unit price per Square Yard for PORTLAND CEMENT CONCRETE SURFACE REMOVAL, 1.5"

15 CONSTRUCTION STAKING

The Contractor shall furnish and place all construction layout stakes for this project. This work shall be conducted by competent personnel with suitable equipment and supervised by a licensed Illinois Land Surveyor. The Contractor shall be responsible for layout for all curb, sidewalk, pipe culvert, and driveway and pavement removal and replacement, such that replacement will conform to expected roadway improvements. The Engineer will locate and reference station lines.

Basis of Payment: This work will be paid for at the contract Lump Sum price for CONSTRUCTION STAKING.

16 MANHOLE AND INLET CONSTRUCTION

This work shall consist of the construction of precast concrete drainage structures of the size and type shown on the plans or specified by the Engineer. Included in the contract unit price shall be all excavation, bedding and backfill. For all new structures backfill materials shall be mechanically compacted SELECTED GRANULAR BACKFILL placed per the special provision elsewhere in these documents.

All structures in excess of four feet in depth shall be equipped with cast iron steps meeting the standards of ASTM A48. Precast sections shall conform to ASTM C 478 and shall be substantially free from fractures, large or deep cracks and surface roughness. Joints between precast sections shall be designed for rubber gaskets or bituminous mastic material.

Adequate foundation for all structures shall be obtained by removal and replacement of unsuitable materials with well graded granular material; or by tightening with coarse ballast rock, or by such other means as provided for foundation preparation of the connected sewers.

Precast base sections, risers and bottoms, shall be one piece and shall be placed on a well graded granular bedding of not less than two (2) inches in thickness. The bedding course shall be firmly tamped and made smooth and level to assure uniform contact and support of the precast element.

This work shall also include the reconnection as necessary of all existing inlet and outlet pipes to the drainage structure to the satisfaction of the engineer. No brick "collars" or reduction in pipe inside diameter will be allowed.

All lift holes shall be completely filled with mortar to ensure water tightness.

Castings shall be set in mortar or bituminous mastic beds. The adjustment of the casting to the required final grade shall be made with precast concrete adjusting rings. Maximum adjustment with rings shall be twelve (12) inches. Brick, concrete block, or wooden shims will not be permitted. Pre-cast concrete adjusting rings shall be set in mortar or bituminous mastic beds.

In pavements, frames and grates or lids shall be heavy duty.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price Each for INLET, TYPE A, 24" WITH NEW FRAME AND GRATE (TYPE SPECIFIED) or INLET, TYPE B, 36" WITH NEW FRAME AND GRATE (TYPE SPECIFIED) which price shall be payment in full for all labor and materials specified herein including backfill with Selected Granular Backfill.

17 DECORATIVE PAVER DRIVEWAY OR SIDEWALK REMOVAL & REPLACEMENT

<u>Description:</u> This work shall consist of removal and replacement of existing decorative concrete, stone or brick paver sidewalks or driveways per the applicable portions of attached Check Sheet LRS 14 except as amended herein.

At those locations noted on the plans or as directed by the Engineer, the Contractor shall remove existing decorative pavers in such a manner so that no damage occurs to the pavers and with full intent to reuse said paver blocks. Any decorative paver block damaged to an extent that it may not be reused as part of the final pavement, sidewalk or driveway shall be replaced in kind by the contractor at no additional cost to the Village.

Extent of existing paver removal shall be at the direction of the Engineer. This removal will only be that amount necessary to construct the new curb and gutter or other appurtenance, and replace the decorative pavers to an acceptable grade and appearance.

At those locations where it is determined that an existing bituminous base warrants removal and replacement or repair, this portion of the work would be performed and measured for payment per the special provision for CLASS D PATCHING, of the necessary thickness.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per Square Yard for DECORATIVE PAVER DRIVEWAY REMOVAL AND REPLACEMENT or DECORATIVE PAVER SIDEWALK REMOVAL AND REPLACEMENT, which price shall be payment in full for all materials and work as specified herein.

18 SELECTED GRANULAR BACKFILL

<u>Description:</u> All trenches and excavations beneath pavements and driveways, as shown on plans or as directed by the Engineer in the field, will require SELECTED GRANULAR BACKFILL.

Such material shall meet the applicable requirements of Section 1004 of the SSRBC, except as amended herein. Except for the capping aggregate, the material will meet the gradation for CA-7, CA-11 or the gradation commonly known as 34" chip.

Backfill shall be placed in maximum 12" lifts and compacted by vibrating plate or other mechanical compacting device in a manner consistent with the Standard Specifications, to ensure that no future settlement occurs.

All backfilling shall be done in accordance with Section 20-2.21 of the Standard Specifications for Water and Sewer Main Construction in Illinois. Specifically, all trenches and excavations other than those shown on the plans or designated by the Engineer to receive SELECTED GRANULAR BACKFILL shall be backfilled by any acceptable method which will not dislodge or damage the pipe, or cause bridging action in the trench. After SELECTED GRANULAR BACKFILL is placed as haunching to one-half pipe outside diameter, spoil material may be used as backfill in turf areas.

Payment shall be made only for the placement of SELECTED GRANULAR BACKFILL as Haunching, Initial Backfill, and Final Backfill along storm sewer pipe, as defined in the <u>Standard Specifications for</u> Water and Sewer Main Construction in Illinois.

All other backfilling, including granular bedding and backfill of approved excavated material, and placement and compaction of SELECTED GRANULAR BACKFILL around new or reconstructed structures shall be considered incidental to the contract.

Selected granular backfill shall be furnished for backfilling to the full width of the trench. It will be measured in cubic yards in place, except that the quantity for which payment will be made shall not exceed the volume of the trench as computed by using the maximum width of trench permitted by the Standard Specifications for Water and Sewer Main Construction. Any selected granular material required in excess of the maximum quantity herein specified shall be furnished by the Contractor at his own expense

When Select Backfill is placed to the existing surface elevation and used as a temporary driving or walking surface, this item shall also include the maintenance of trench surface in a safe and usable condition, satisfactory to the engineer, until the permanent proposed pavement or walkway is completed.

This item also includes the disposal of the surplus excavated material that is replaced by selected granular backfill. Any material meeting the aforementioned gradation that has been excavated from the trenches may be used for backfilling the trenches. However, no compensation will be allowed as selected granular backfill for the portion of the trench backfilled with excavated material.

<u>Basis of Payment:</u> All work to backfill around new and reconstructed structures with SELECTED GRANULAR BACKFILL shall be considered incidental to each respective pay item and will not be paid for separately.

19 HOT-MIX ASPHALT BINDER AND SURFACE COURSE

This item shall be done in accordance with all applicable parts of Section 406 of the SSRBC, the included District 1 and BDE Specifications, and included mix table.

HOT-MIX AS	PHALT MIXTURE REQUIREMENTS	
MIXT	URE TYPE	AIR VOIDS
PAVEMENT RESURFACING		
Leveling Binder (Machine Method	l), N50 (IL-9.5 mm)	4% @ 50 Gyr.
Hot-Mix Asphalt Surface Course,	Mix "C", N50 (IL-9.5 mm)	4% @ 50 Gyr.
PATCHING		
Class D Patches (HMA Binder IL-	19 mm)	4% @ 50 Gyr.
DRIVEWAYS		
Hot-Mix Asphalt Surface Course,	Mix "C", N50 (IL-9.5 mm)	4% @ 50 Gyr.
HMA Base Course (HMA Binder I	L-19 mm)	4% @ 50 Gyr.

The unit weight used to calculate all Hot-Mix Asphalt Surface Mixture Quantities is 112 Lbs/SqYd/In.

The "AC Type" for polymerized HMA mixes shall be SBS/SBR PG 70-22 and for non-polymerized HMA the "AC Type" shall be "PG 64-22" unless modified by district one special provisions. For "Percent of RAP" see district one special provisions.

Basis of Payment: Prime Coat shall be paid for at the contract unit price per Gallon for BITUMINOUS MATERIALS (PRIME COAT), and at the contract unit price per Ton for AGGREGATE (PRIME COAT).

The HMA surfacing shall be paid for at the contract unit price per Ton for MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS; and LEVELING BINDER (MACHINE METHOD), N50; and HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50.

20 TEMPORARY RAMP, HMA

<u>Description</u>: This work shall consist of construction and maintenance of hot-mix asphalt ramps for temporary access to all abutting side streets and properties per the applicable portions of Article 406.08 of the SSRBC except as amended herein.

At those locations noted on the plans or as directed by the Engineer, the Contractor shall have sufficient bituminous material at the worksite prior to beginning hot-mix asphalt surface removal operations. After, hot-mix asphalt surface removal operations and prior to placement of the permanent pavement, temporary ramps shall be constructed to supply access to all abutting streets and properties where traffic is to be maintained. Unless otherwise directed by the Engineer, construction of temporary bituminous ramps for access to abutting private properties will generally be limited to where surface removal operations are over 2 1/2" inches or more in depth.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per Square Yard for TEMPORARY RAMP, HOT-MIX ASPHALT, which price shall include all costs of furnishing, placing and maintaining the ramps. Removal of the temporary ramps prior to the placement of permanent pavement shall also be included in this item.

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

SPECIAL PROVISION FOR

PAVING BRICK AND CONCRETE PAVER PAVEMENTS AND SIDEWALKS

Effective: January 1, 2004 Revised: January 1, 2009

<u>Description</u>. This work shall consist of constructing pavement or sidewalk, composed of paving bricks or concrete pavers, on a prepared subgrade, subbase, or base.

<u>Materials</u>. Materials shall be according to the following Articles of Division 1000 - Materials of the Standard Specifications.

	ltem		Article/Section
(a)	Fine Aggregate	(Note 1) .	1003.01, 1003.02(d)
(b)	Edge Restraints	(Note 2)	
(c)	Paving Brick (N	ote 3)	
			1042
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- Note 1. The fine aggregate used for the bedding course and joint filling shall be sand, silica sand, or slag sand. It shall also be Class A quality and dry. For the bedding course, the gradation shall be FA 1 or FA 2. For joint filling, the gradation shall be FA 9.
- Note 2. For sidewalk, the edge restraints shall conform to the manufacturer's recommendations. For pavement, the edge restraints shall be combination concrete curb and gutter according to Section 606 of the Standard Specifications.
- Note 3. The dimensions of the bricks and/or pavers shall be as shown on the plans.

<u>Equipment</u>. Equipment shall conform to the following Articles of Division 1100 - Equipment of the Standard Specifications.

- Note 1. The masonry saw shall be a wet or dry saw capable of clean and accurate cuts.
- Note 2. The vibrator/compactor shall be either a plate compactor with a high frequency, low amplitude plate or a rubber-roller mechanical vibrator.

Aesthetic Mockup, Review, and Approval. A 1 sq yd (sq m) full-scale mock-up using actual job specific edge restraint (if other than combination concrete curb and gutter), materials, brick dimension, colors, methods, and workmanship shall be provided by the Contractor. The actual vibrating equipment and vibrating rate to be used on the job shall be used on the mockup. The accepted mock-up will be the standard by which remaining work will be evaluated for technical and aesthetic merit. The mock up may be in a location of proposed installation where it may remain if approved by the Engineer.

CONSTRUCTION REQUIREMENTS

<u>Preparation of Subgrade</u>. The subgrade shall be prepared according to Section 301of the Standard Specifications, except Articles 301.05 and 301.06 will not apply.

<u>Edge Restraints</u>. Edge restraints shall be placed to a depth of at least the bottom of the bedding course.

For pavement, a transverse full-depth cast-in-place concrete header shall be placed at the limits of the pavement.

<u>Bedding Course</u>. The fine aggregate for bedding shall be placed and screeded, without compaction, to a uniform thickness of 1 to 1.5 in. (25 to 38 mm). Prepared areas shall not be left overnight, unless they are protected from disturbance and moisture. Stockpiled material shall be kept covered. Any saturated bedding aggregate shall be removed and replaced.

<u>Installation</u>. The bricks or pavers shall be laid in the pattern shown on the plans with a joint width from 1/8 to 1/4 in. (3 to 6 mm) on all sides. Whole bricks or pavers shall be laid first, starting from an exact edge or from the centerline of the pavement, followed by cut bricks or pavers. Cut bricks or pavers shall be at least 33 percent of the whole unit size.

After the entire pavement or sidewalk has been laid, it shall be set into the bedding course by one pass of the vibrator/compactor. Vibration/compaction shall stop within 3 ft (1 m) of any unrestrained edge.

For pavement, construction equipment shall not be driven on the new surface until the joints have been filled.

<u>Joint Filling</u>. The fine aggregate for joint filling shall be spread over the pavement or sidewalk and hand broomed into the joints. The aggregate shall then be worked down into the joints with multiple passes of the vibrator/compactor. Each pass shall be alternated 90 degrees from the previous pass. This process shall be repeated until the joints are completely filled.

Excess fine aggregate shall be removed by hand brooming.

All bricks and pavers within 6 ft (1.8 m) of the laying face shall be compacted and the joints completely filled with sand at the end of each workday.

CHECK SHEET #LRS14

For pavement, final rolling shall be completed with a 5-10 ton (4.5-9) metric ton) static pneumatic-tired roller.

Smoothness. For pavement, the completed surface will be tested for smoothness with a 16 ft (5 m) straightedge. Surface variations of the mainline pavement shall not exceed 3/16 in. (5 mm).

Method of Measurement. This work will be measured for payment as follows:

- (a) Contract Quantities. The requirements for the use of contract quantities shall conform to Article 202.07(a) of the Standard Specifications.
- (b) Measured Quantities. This work will be measured for payment in place and the area computed in square yards (square meters). Measurements will not include the edge restraints.

Edge restraints constructed of combination concrete curb and gutter will be measured according to Article 606.14 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per square meter (square yard) for PAVING BRICK PAVEMENT FOR LIGHT TRAFFIC, PAVING BRICK PAVEMENT FOR HEAVY TRAFFIC, CONCRETE PAVER PAVEMENT, PAVING BRICK SIDEWALK, or CONCRETE PAVER SIDEWALK.

Edge restraints constructed of combination concrete curb and gutter will be paid for according to Article 606.15 of the Standard Specifications.

COARSE AGGREGATE FOR HOT-MIX ASPHALT (HMA) (D-1)

Effective: March 16, 2009

Revise Article 1004.03 of the Standard Specifications to read:

1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed			
Class A	Seal or Cover	Gravel Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete			
HMA All Other	Stabilized Subbase or Shoulders	Gravel Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag Crushed Concrete The coarse aggregate for stabilized subbase, if approved by the Engineer, may be produced by blending aggregates according to Article 1004.04(a).			
	IL-25.0, IL-19.0, or IL-19.0L	Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF)			
HMA High ESAL Low ESAL	C Surface IL-12.5,IL-9.5, or IL-9.5L	Gravel (only when used in IL-9.5L) Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag (except when used as leveling binder)			

Use	Mixture	Aggregates Allowed	
HMA High ESAL	D Surface IL-12.5 or IL-9.5	Crushed Gravel Crushed Stone (other than Limestone) Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag (except when used as leveling binder) Limestone may be used in Mixture D if blended by volume in the following coarse aggregate percentages: Up to 25% Limestone with at least 75% Dolomite. Up to 50% Limestone with at least 50% any aggregate listed for Mixture D except Dolomite. Up to 75% Limestone with at least 25% Crushed	
		Slag (ACBF) or Crushed Sandstone.	
HMA High ESAL	E Surface IL-12.5 or IL-9.5	Crushed Gravel Crushed Stone (other than Limestone and Dolomite) Crushed Sandstone	
ļ	. ·	No Limestone.	
	•	Dolomite may be used in Mixture E if blended by volume in the following coarse aggregate percentages: Up to 75% Dolomite with at least 25% Crushed Sandstone, Crushed Slag (ACBF), or Crushed Steel Slag. When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 25% to a maximum of 75% of either Slag by volume. Up to 50% Dolomite with at least 50% of any aggregate listed for Mixture E.	
	• · · · · · •	If required to meet design criteria, Crushed Gravel or Crushed Stone (other than Limestone or Dolomite) may be blended by volume in the following coarse aggregate percentages: Up to 75% Crushed Gravel or Crushed Stone (other than Limestone or Dolomite) with at least 25% Crushed Sandstone, Crushed Slag (ACBF), or Crushed Steel Slag. When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 25% to a maximum of 50% of either Slag by volume.	

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Use	Mixture	Aggregates Allowed
HMA High ESAL	F Surface	Crushed Sandstone
11911 2 97 12	IL-9.5	No Limestone.
		Crushed Gravel, Crushed Concrete, or Crushed Dolomite may be used in Mixture F if blended by volume in the following coarse aggregate percentages: Up to 50% Crushed Gravel, Crushed Concrete or Crushed Dolomite with at least 50% Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or any Other Crushed Stone (to include Granite, Diabase, Rhyolite or Quartzite). When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 50% to a maximum of 75% of either Slag by volume.

- (b) Quality. For surface courses and binder courses when used as surface course, the coarse aggregate shall be Class B quality or better. For Class A (seal or cover coat), other binder courses, and surface course IL-9.5L (Low ESAL), the coarse aggregate shall be Class C quality or better. For All Other courses, the coarse aggregate shall be Class D quality or better.
- (c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, 2, & 3	3/8 in. (10 mm) Seal	CA 16
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & 3	Cover	CA 14
HMA High ESAL	IL-25.0 IL-19.0 IL-12.5 IL-9.5	CA 7 ¹ or CA 8 ¹ CA 11 ¹ CA 16 and/or CA 13 CA 16
HMA Low ESAL	IL-19.0L IL-9.5L	CA 11 ^{1/} CA 16
HMA All Other	Stabilized Subbase or Shoulders	CA 6 ² , CA 10, or CA 12

^{1/} CA 16 or CA 13 may be blended with the gradations listed.

^{2/} CA 6 will not be permitted in the top lift of shoulders.

FINE AGGREGATE FOR HOT- MIX ASPHALT (HMA) (D-1)

Effective: May 1, 2007 Revised: January 15, 2010

Add the following to the gradation tables of Article 1003.01(c) of the Standard Specifications:

FINE AGGREGATE GRADATIONS					
Grad No.	Sieve Size and Percent Passing				
Grad No.	3/8 No. 4 No. 8 No. 16 No. 200				
FA 22	100	6/	6/	8±8	2±2

FINE AGGREGATE GRADATIONS (metric)						
Sieve Size and Percent Passing						
Grad No.	9.5 mm	9.5 mm 4.75 mm 2.36 mm 1.16 mm 75 μm				
FA 22	100	6/	6/	8±8	2±2	

6/ For the fine aggregate gradations FA 22, the aggregate producer shall set the midpoint percent passing, and the Department will apply a range of ± ten percent. The midpoint shall not be changed without Department approval.

Revise Article 1003.03(a) of the Standard Specifications to read:

"(a) Description. Fine aggregate for HMA shall consist of sand, stone sand, chats, slag sand, or steel slag sand. For gradation FA 22, uncrushed material will not be permitted."

Revise Article 1003.03 (c) of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradation for all HMA shall be FA1, FA 2, FA 20, FA 21 or FA 22. When Reclaimed Asphalt Pavement (RAP) is incorporated in the HMA design, the use of FA 21 Gradation will not be permitted.

Gradation FA 1, FA 2, or FA 3 shall be used when required for prime coat aggregate application for HMA."

USE OF RAP (DIST 1)

Effective: January 1, 2007 Revised: July 1, 2009

In Article 1030.02(g) of the Standard Specifications, delete the last sentence of the first paragraph in (Note 2).

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT

1031.01 Description. Reclaimed asphalt pavement (RAP) results from the cold milling or crushing of an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction. The contractor can also request that a processed pile be tested by the Department to determine the aggregate quality as described in Article 1031.04, herein.

1031.02 Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type and size as listed below (i.e. "Homogenous Surface").

Prior to milling or removal of an HMA pavement, the Contractor may request the District to provide verification of the existing mix composition to clarify appropriate stockpile.

- (a) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (b) Conglomerate 5/8. Conglomerate 5/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 5/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen.
- (c) Conglomerate 3/8. Conglomerate 3/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one

aggregate type and/or quality but shall be at least B quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 3/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 3/8 in (9.5 mm) or smaller screen.

- (d) Conglomerate Variable Size. Conglomerate variable size RAP shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one quality but shall be at least B quality. This RAP may have an and/or asphalt binder content prior to processing. All size RAP shall be processed prior to testing by crushing and RAP is separated into various sizes. All the conglomerate pass the 3/4 in. (19 mm) screen and shall be a minimum of two sizes.
- (e) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low Esal), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an in consistent gradation and/or asphalt binder content.
- (f) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

1031.03 Testing. When used in HMA, the RAP shall be sampled and tested either during or after stockpiling.

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

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

Before extraction, each field sample shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The

Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

- (a) Testing Conglomerate 3/8 and Conglomerate Variable Size. In addition to the requirements above, conglomerate 3/8 and variable size RAP shall be tested for maximum theoretical specific gravity (G_{mm}) at a frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
- (b) Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G_{mm}. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	Homogeneous/ Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		±5%
3/4 in. (19mm)		
1/2 in. (12.5mm)	±8%	± 15 %
No. 4 (4.75 mm)	±6%	± 13 %
No. 8 (2.36 mm)	±5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	± 5. %	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	± 0.4 % 1/	± 0.5 %
Gmm	±0.02 % 2/	
Gmm	±0.03 % ^{3/}	

- 1/ The tolerance for conglomerate 3/8 shall be \pm 0.3 %.
- 2/ Applies only to conglomerate 3/8. When variation of the G_{mm} exceeds the \pm 0.02 % tolerance, a new conglomerate 3/8 stockpile shall be created which will also require an additional mix design.
- 3/ Applies only to conglomerate variable size. When variation of the G_{mm} exceeds the ± 0.03 tolerance, a new conglomerate variable size stockpile shall be created which will also require an additional mix design.

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

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

1031.04 Quality Designation of Aggregate in RAP. The quality of the RAP shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (a) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) surface mixtures are designated as containing Class B quality coarse aggregate.
- (b) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder and IL-9.5L surface mixtures are designated as Class D quality coarse aggregate.
- (c) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
- (d) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

Aggregate Quality Testing of RAP:

The processed pile shall have a maximum tonnage of 5,000 tons (4500 metric tons). The pile shall be crushed and screened with 100 percent of the material passing the 3/4 in. (19mm) sieve. The pile shall be tested for AC content and gradation and shall conform to all requirements of Article 1031.03 Testing, herein. Once the uniformity of the gradation and AC content has been established, the Contractor shall obtain a representative sample with district oversight of the sampling. This sample shall be no less than 50 lbs (25 kg) and this sample shall be delivered to a Consultant Lab, prequalified by the Department for extraction testing according to Illinois Modified AASHTO T 164. After the AC has been extracted, the Consultant Lab shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid directly by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

1031.05 Use of RAP in HMA. The use of RAP in HMA shall be as follows.

- (a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (b) Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be either homogeneous or conglomerate 3/8 or variable size in which the coarse aggregate is Class B quality or better.

- (c) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be homogeneous, conglomerate 5/8, or conglomerate 3/8, conglomerate variable size, in which the coarse aggregate is Class C quality or better.
- (d) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate 5/8, conglomerate 3/8, conglomerate variable size, or conglomerate DQ.
- (e) The use of RAP shall be a contractor's option when constructing HMA in all contracts. When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table for a given N Design.

Maximum Mixture RAP Percentage

HMA Mixtures 1/3/		Maximum % Rap	
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30/40 2/	30	10
50	25/40 ^{2/4/}	15/25 ^{2/}	10 4/
70	25/30 ^{2/}	10/20 ^{2/}	10
90	10/15 ^{2/}	10/15 ^{2/}	10
105	10/15 ^{2/}	10/15 ^{2/}	10

- 1/ For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.
- 2/ Value of Max % RAP If 3/8 Rap or conglomerate variable size RAP is utilized.
- When RAP exceeds 20% the AC shall be PG58 -22. However, when RAP exceeds 20% and is used in full depth HMA pavement the AC shall be PG58 -28.
- 4/ Polymerized Leveling Binder, IL-4.75 is 15 %

1031.06 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP material meeting the above detailed requirements.

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

1031.07 HMA Production. The coarse aggregate in all RAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

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

If the RAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design. When producing mixtures containing conglomerate 3/8 or conglomerate variable size RAP, a positive dust control system shall be utilized.

HMA plants utilizing RAP shall be capable of automatically recording and printing the following information.

(a) Drier Drum Plants

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA Mix number assigned by the Department
- (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton)
- (4) Accumulated dry weight of RAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton)
- (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
- (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- (7) Residual asphalt binder in the RAP material (per size) as a percent of the total mix to the nearest 0.1 unit.
- (8) Aggregate and RAP moisture compensators in percent as set on the control panel (Required when accumulated or individual aggregate and RAP are printed in wet condition).

(b) Batch Plants

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.

- (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram)
- (4) Mineral filler weight to the nearest pound (kilogram).
- (5) Individual RAP Aggregate weight to the nearest pound (kilogram).
- (6) Virgin asphalt binder weight to the nearest pound (kilogram)
- (7) Residual asphalt binder of each RAP size material as a percent of the total mix to the nearest 0.1 percent.

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

1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Other". The testing requirements of Article 1031.03 shall not apply.
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

TEMPERATURE CONTROL FOR CONCRETE PLACEMENT (DISTRICT ONE)

Effective: May 1, 2007

Delete the second and third sentences of the second paragraph of Article 1020.14(a) of the Standard Specifications.

BDE SPECIAL PROVISIONS For the April 23 and June 11, 2010 Lettings

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

File Name	#		Special Provision Title	Effective	Revised
80240			Above Grade Inlet Protection	July 1, 2009	11011000
80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80243		\vdash	American Recovery and Reinvestment Act Provisions	April 1, 2009	Jan. 1, 2007
80236		<u> </u>	American Recovery and Reinvestment Act Signing	April 1, 2009	April 15, 2009
80186		1	Alkali-Silica Reaction for Cast-in-Place Concrete	Aug. 1, 2007	Jan. 1, 2009
80213		-	Alkali-Silica Reaction for Precast and Precast Prestressed Concrete	Jan. 1, 2009	Jan. 1, 2009
80207			Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas	Nov. 1, 2008	
00207	′		Inside Illinois State Borders	1104. 1, 2006	
80192	8		Automated Flagger Assistance Device	Jan. 1, 2008	
80173		<u> </u>	Bituminous Materials Cost Adjustments	Nov. 2, 2006	April 1, 2009
80241	10		Bridge Demolition Debris	July 1, 2009	April 1, 2005
1 50261	11		Building Removal-Case I (Non-Friable and Friable Aspestos)	Sept. 1, 1990	April 1, 2010
* 5048)	12		Building Removal-Case II (Non-Fitable Asbestos)	Sept. 1, 1990	April 1, 2010
* 50491	13		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
* 50531	14		Building Removal-Case IV (No Aspestos)	Sept. 1, 1990	
80166	15	1	Cement	Jan. 1, 2007	April 1, 2009
80198	16		Completion Date (via calendar days)	April 1, 2008	7 (5111 1, 2000
80199	17		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80094	18	1	Concrete Admixtures	Jan. 1, 2003	April 1, 2009
80214	19	_	Concrete Gutter, Type A	Jan. 1, 2009	April 1, 2000
80215		<u> </u>	Concrete Joint Sealer	Jan. 1, 2009	
80226		1	Concrete Mix Designs	April 1, 2009	
80237		<u> </u>	Construction Air Quality – Diesel Vehicle Emissions Control	April 1, 2009	July 1, 2009
80239	23	7	Construction Air Quality – Idling Restrictions	April 1, 2009	odiy 1, 2000
80227		 ' 	Determination of Thickness	April 1, 2009	
80177		<u> </u>	Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
** 80029		100	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2010
80178		7	Dowel Bars	April 1, 2007	Jan. 1, 2008
80179	28		Engineer's Field Office Type A	April 1, 2007	Aug. 1, 2008
80205	29		Engineer's Field Office Type B	Aug. 1, 2008	,g. 1, 2000
80189	30	1	Equipment Rental Rates	Aug. 2, 2007	Jan. 2, 2008
80244	31		Filter Fabric	Nov. 1, 2009	Jan. 1, 2010
80228	32	-	Flagger at Side Roads and Entrances	April 1, 2009	,00, _0
80249	33		Frames and Grates	Jan. 1, 2010	
80229	34		Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80169	35		High Tension Cable Median Bamer	Jan. 1, 2007	April 1, 2009
80194	36		HMA – Hauling on Partially Completed Full-Depth Pavement	Jan. 1, 2008	.,
80245	37	1	Hot-Mix Asphalt – Anti-Stripping Additive	Nov. 1, 2009	
80246	38	1	Hot-Mix Asphalt - Density Testing of Longitudinal Joints	Jan. 1, 2010	
80250	39	1	Hot-Mix Asphalt - Drop-Offs	Jan. 1, 2010	
* 80259	40		Hot Mix Asphalt - Fine Aggregate	April 1, 2010	
80201	41		Hot-Mix Asphalt – Plant Test Frequency	April 1, 2008	Jan. 1, 2010
80251			Hot-Mix Asphalt – QC/QA Acceptance Criteria	Jan. 1, 2010	
80202	43	1	Hot-Mix Asphalt - Transportation	April 1, 2008	
80109	44		Impact Attenuators	Nov. 1, 2003	Nov. 1, 2008
80110			Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
80252	46		Improved Subgrade	Jan. 1, 2010	

File Name	<u>#</u>		Special Provision Title	Effective	Revised
80230			Liquidated Damages	April 1, 2009	
80196		<u> </u>	Mast Arm Assembly and Pole	Jan. 1, 2008	Jan. 1, 2009
80045		<u>. </u>	Material Transfer Device	June 15, 1999	Jan. 1, 2009
80203		<u> </u>	Metal Hardware Cast into Concrete	April 1, 2008	April 1, 2009
80165	and the second street where		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
\$00,000 and \$10,000 and \$10,00	52		Worthy Employment 30 per 1992 and began the same	WAPH E ZOUSA	
80253		<u> </u>	Movable Traffic Barrier System	Jan. 1, 2010	
80082		✓	Multilane Pavement Patching	Nov. 1, 2002	
80180	55	✓	National Pollutant Discharge Elimination System / Erosion and	April 1, 2007	Nov. 1, 2009
80208	56		Sediment Control Deficiency Deduction Nighttime Work Zone Lighting	Nov. 1, 2008	
80182		\vdash	Notification of Reduced Width	April 1, 2007	
80069		-	Organic Zinc-Rich Paint System	Nov. 1, 2007	lon 1 2010
80216		\vdash			Jan. 1, 2010
80231		\vdash	Partial Exit Ramp Closure for Freeway/Expressway Pavement Marking Removal	Jan. 1, 2009	
80254		\vdash	Pavement Patching	April 1, 2009	
80022		-	Payments to Subcontractors	Jan. 1, 2010	lan 1 2006
80209			Personal Protective Equipment	June 1, 2000 Nov. 1, 2008	Jan. 1, 2006
30209			Presonal Protective Equipment	A(a)11.1.2(100)	(A) 1 (1 (2) (10)
80119			Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2009
80210			Portland Cement Concrete Inlay or Overlay	Nov. 1, 2008	Jan. 1, 2003
80170		\vdash	Portland Cement Concrete Plants	Jan. 1, 2007	
80217		—	Post Clips for Extruded Aluminum Signs	Jan. 1, 2009	
80171			Precast Handling Holes	Jan. 1, 2007	
			Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2007	April 1, 2009
80219			Preventive Maintenance – Bluminous Surface Treatment	Jan. 1, 2009	April 1, 2009
80220		ļ	Preventive Maintenance – Cape Seal	Jan. 1, 2009 Jan. 1, 2009	April 1, 2009
80221	73	<u> </u>	Preventive Maintenance - Micro-Surfacing	Jan. 1, 2009 Jan. 1, 2009	
80211	74		Prismatic Curb Reflectors	Nov. 1, 2008	
80015	75		Public Convenience and Safety	Jan. 1, 2000	
34261	76	 	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
	77	-	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	Jan. 1, 2000
80247	78		#\$\$\text{\$\exitin{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\exitit{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\exitit{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\	71 Nov 1 2009	2200
80223	0.2900000000000000	200000000000	Ramp Closure for Freeway/Expressway	Jan. 1, 2009	
80172	80	_	Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Jan. 1, 2010
80183	81		Reflective Sheeting on Channelizing Devices	April 1, 2007	Nov. 1, 2008
80206	82	1	Reinforcement Bars \$torage and Protection	Aug. 1, 2008	April 1, 2009
80224			Restoring Bridge Approach Pavements Using High-Density Foam	Jan. 1, 2009	, ip.ii 1, 2000
80131			Seeding	July 1, 2004	Jan. 1, 2010
80152			Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2009
80132	86		Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
80127			Steel Cost Adjustment	April 2, 2004	April 1, 2009
80255	88		Stone Matrix Asphalt	Jan. 1, 2010	
WENT THE REAL PROPERTY OF THE PARTY OF THE P	(4) T		Som Savas	Agrical 2008 at	April 5 (120/16)
80143			Subcontractor Mobilization Payments	April 2, 2005	
80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80087			Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2010
80256			Temporary Longitudinal Traffic Barrier System	Jan. 1, 2010	
80225			Temporary Raised Pavement Marker	Jan. 1, 2009	
80176		✓	Thermoplastic Pavement Markings	Jan. 1, 2007	
80257			Traffic Barrier Terminal, Type 6	Jan. 1, 2010	
20338			Training Special Provisions	Oct. 15, 1975	
80258	98		Truck Mounted/Trailer Mounted Attenuators	Jan. 1, 2010	

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File Name			Special Provision Title	Effective	Revised
80071	99	Working Days		Jan. 1, 2002	

The following special provisions are in the 2010 Supplemental Specifications and Recurring Special Provisions:

File Name	Special Provision Title	New Location	Effective	Revised
80193	Concrete Barrier	Section 637	Jan. 1, 2008	
80175	Epoxy Pavement Markings	Section 1095	Jan. 1, 2007	
80181	Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	Section 1030	April 1, 2007	April 1, 2008
80136	Hot-Mix Asphalt Mixture IL-4.75	Sections 406, 1003, 1030, 1032 and 1102	Nov. 1, 2004	Jan. 1, 2008
80195	Hot-Mix Asphalt Mixture IL-9.5L	Sections 1004 and 1030	Jan. 1, 2008	
80129	Notched Wedge Longitudinal Joint	Section 406	July 1, 2004	Jan. 1, 2007
80235	Payrolls and Payroll Records	Check Sheets #1 and #5	Mar. 1, 2009	
80134	Plastic Blockouts for Guardrail	Section 630	Nov. 1, 2004	
80151	Reinforcement Bars	Section 1006	Nov. 1, 2005	April 1, 2009
80184	Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	Sections 1090, 1091, 1092 and 1093	April 1, 2007	, , , , , , , , , , , , , , , , , , , ,
80212	Sign Panels and Sign Panel Overlays	Supplemental	Nov. 1, 2008	
80197	Silt Filter Fence	Sections 1080 and 1081	Jan. 1, 2008	
80153	Steel Plate Beam Guardrail	Section 1006	Nov. 1, 2005	Aug. 1, 2007
80191	Stone Gradation Testing	Section 1005	Nov. 1, 2007	
80185	Type ZZ Retroreflective Sheeting, Nonreflective	Sections 1090, 1091, 1092	April 1, 2007	
	Sheeting, and Translucent Overlay Film for Highway Signs	and 1093	, , ,	
80149	Variable Spaced Tining	Section 420	Aug. 1, 2005	Jan. 1, 2007
80204	Woven Wire Fence	Section 1006	April 1, 2008	,

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

	•
•	Bridge Demolition Debris
_	Building Removal Cone I

- Building Removal-Case I
- Building Removal-Case II
- **Building Removal-Case III**

Building Removal-Case IV

- Completion Date
- Completion Date Plus Working Days
- DBE Participation

- Material Transfer Device
- Railroad Protective Liability Insurance
- **Training Special Provisions**
- Working Days

ALKALI-SILICA REACTION FOR CAST-IN-PLACE CONCRETE (BDE)

Effective: August 1, 2007 Revised: January 1, 2009

<u>Description</u>. This special provision is intended to reduce the risk of a deleterious alkali-silica reaction in concrete exposed to humid or wet conditions. The special provision is not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate or sodium formate. The special provision shall not apply to the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy. The special provision shall also not apply to precast products or precast prestressed products.

Aggregate Expansion Values. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content (Na₂O + 0.658K₂O) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

Aggregate Groups. Each combination of aggregates used in a mixture will be assigned to an aggregate group. The point at which the coarse aggregate and fine aggregate expansion values intersect in the following table will determine the group.

	AGGREGATE	GROUPS			
Coarse Aggregate		Fine Aggregate			
or		or			
Coarse Aggregate Blend	Fine Aggregate Blend				
ASTM C 1260 Expansion	ASTM C 1260 Expansion				
	≤ 0.16%	> 0.16% - 0.27%	> 0.27%		
≤ 0.16%	Group I	Group II	Group III		
> 0.16% - 0.27%	Group II	Group II	Group III		
> 0.27%	Group III	Group III	Group IV		

<u>Mixture Options</u>. Based upon the aggregate group, the following mixture options shall be used; however, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silica reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

Group I - Mixture options are not applicable. Use any cement or finely divided mineral.

Group II - Mixture options 1, 2, 3, 4, or 5 shall be used.

Group III - Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.

Group IV - Mixture options 1, 2 and 4 combined, or 5 shall be used.

For Class PP-3 concrete the mixture options are not applicable, and any cement may be used with the specified finely divided minerals.

a) Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used.

When a coarse or fine aggregate is blended, the weighted expansion value shall be calculated separately for the coarse and fine aggregate as follows:

Weighted Expansion Value = $(a/100 \times A) + (b/100 \times B) + (c/100 \times C) + ...$

Where: a, b, c... = percentage of aggregate in the blend; A, B, C... = expansion value for that aggregate.

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral portland cement".
 - Class F Fly Ash. For Class PV, BS, MS, DS, SC, and SI concrete and cement aggregate mixture II (CAM II), Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
 - 2) Class C Fly Ash. For Class PV, MS, SC, and SI Concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.

For Class PP-1, RR, BS, and DS concrete and CAM II, Class C fly ash with less than 26.5 percent calcium oxide content shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

 Ground Granulated Blast-Furnace Slag. For Class PV, BS, MS, SI, DS, and SC concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.

For Class PP-1 and RR concrete, ground granulated blast-furnace slag shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

For Class PP-2, ground granulated blast-furnace slag shall replace 25 to 30 percent of the portland cement at a minimum replacement ratio of 1:1.

- 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The dement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The dement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content (Na₂O + 0.658K₂O), a new ASTM C 1567 test will not be required.

Testing. If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content (Na₂O + 0.658K₂O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 or 1567 test result. The Engineer will not accept the result if the precision and bias for the test methods are not met.

The laboratory performing the ASTM C 1567 test shall either be accredited by the AASHTO Materials Reference Laboratory (AMRL) for ASTM C 227 under Portland Cement Concrete or Aggregate; or shall be inspected for Hydraulic Cement - Physical Tests by the Cement and Concrete Reference Laboratory (CCRL) and shall be approved by the Department. The laboratory performing the ASTM C 1293 test shall be inspected for Portland Cement Concrete by CCRL and shall be approved by the Department.

CEMENT (BDE)

Effective: January 1, 2007 Revised: April 1, 2009

Revise Section 1001 of the Standard Specifications to read:

"SECTION 1001, CEMENT

1001.01 Cement Types. Cement shall be according to the following.

(a) Portland Cement. Acceptance of portland cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland cement shall be according to ASTM C 150, and shall meet the standard physical and chemical requirements. Type I or Type II may be used for cast-in-place, precast, and precast prestressed concrete. Type III may be used according to Article 1020.04, or when approved by the Engineer. All other cements referenced in ASTM C 150 may be used when approved by the Engineer.

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. The total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. However, a cement kiln dust inorganic processing addition shall be limited to a maximum of 1.0 percent. Organic processing additions shall be limited to grinding aids that improve the flowability of cement, reduce pack set, and improve grinding efficiency. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust.

(b) Portland-Pozzolan Cement. Acceptance of portland-pozzolan cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland-pozzolan cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IP may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The pozzolan constituent for Type IP shall be a maximum of 21 percent of the weight (mass) of the portland-pozzolan cement.

For cast-in-place construction, portland-pozzolan cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-

reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

(c) Portland Blast-Furnace Slag Cement. Acceptance of portland blast-furnace slag cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

Portland blast-furnace slag cement shall be according to ASTM C 595 and shall meet the standard physical and chemical requirements. Type IS portland blast-furnace slag cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The blast-furnace slag constituent for Type IS shall be a maximum of 25 percent of the weight (mass) of the portland blast-furnace slag cement.

For cast-in-place construction, portland blast-furnace slag cement shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall be limited to cement kiln dust at a maximum of 1.0 percent.

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
 - (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
 - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, 3200 psi (22,100 kPa) at 6.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
 - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.

- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to AASHTO T 161, Procedure B.
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used only where specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al₂O₃), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO₃), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.
- **1001.02 Uniformity of Color.** Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.
- **1001.03 Mixing Brands and Types.** Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.
- 1001.04 Storage. Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003 Revised: April 1, 2009

Replace the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. The use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted when approved by the Engineer. Admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(12). Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted when determining an admixture dosage from this list. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources(s) and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. The Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overylay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

When determining water in admixtures for water/cernent ratio, the Contractor shall calculate 70 percent of the admixture dosage as water, except a value of 50 percent shall be used for a latex admixture used in bridge deck latex concrete overlays."

Revise Section 1021 of the Standard Specifications to read:

"SECTION 1021. CONCRETE ADMIXTURES

1021.01General. Admixtures shall be furnished in liquid form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable as to manufacturer and trade name of the material they contain.

Corrosion inhibitors will be maintained on the Department's Approved List of Corrosion Inhibitors. All other concrete admixture products will be maintained on the Department's

Approved List of Concrete Admixtures. For the admixture submittal, a report prepared by an independent laboratory accredited by the AASHTO Materials Reference Laboratory (AMRL) for Portland Cement Concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, for corrosion inhibitors the ASTM G 109 test information specified in ASTM C 1582 is not required to be from and independent lab. All other information in ASTM C 1582 shall be from and independent lab.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 5.65 cwt/cu yd (335 kg/cu m). Compressive strength test results for six months and one year will not be required.

Prior to the approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to AASHTO T 161, Procedure B. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

The manufacturer shall include in the submittal the following admixture information: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and the manufacturing range for pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM C 494. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to ASTM C 260.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, and 1021.07, the pH allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to ASTM C 494.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory accredited by AASHTO.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass).

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.

1021.02Air-Entraining Admixtures. Air-entraining admixtures shall be according to AASHTO M 154.

1021.03Retarding and Water-Reducing Admixtures. The admixture shall be according to the following.

- (a) The retarding admixture shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall be according to AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

1021.04Accelerating Admixtures. The admixture shall be according to AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating).

1021.05Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete mixture that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall be according to AASHTO M 194, Type F.

The viscosity modifying admixture shall be according to ASTM C 494, Type S (specific performance).

1021.06Rheology-Controlling Admixture. The rheology-controlling admixture shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. The rheology-controlling admixture shall be according to ASTM C 494, Type S (specific performance).

1021.07 Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.

- (a) Calcium Nitrite. The corrosion inhibitor shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution, and shall comply with the requirements of AASHTO M 194, Type C (accelerating).
- (b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582."

CONCRETE MIX DESIGNS (BDE)

Effective: April 1, 2009

Add the following to Article 1020.05(c) of the Standard Specifications:

- "(5) Performance Based Finely Divided Mineral Combination. For Class PV and SI concrete a performance based finely divided mineral combination may be used. The minimum cement factor, maximum cement factor, and water cement ratio of Article 1020.04 shall be replaced with the values below, and the performance based finely divided mineral combination herein is an alternative to Articles 1020.05(c)(1), (c)(2), (c)(3), and (c)(4). The mix design shall meet the following requirements and the Engineer may request a trial batch.
 - a. The mixture shall contain a minimum of 375 lbs/cu yd (222 kg/cu m) of portland cement. For a blended cement, a sufficient amount shall be used to obtain the required 375 lbs/cu yd (222 kg/cu m) of portland cement in the mixture. For example, a blended cement stated to have 20 percent finely divided mineral, ignoring any ASTM C 595 tolerance on the 20 percent, would require a minimum of 469 lbs/cu yd (278 kg/cu m) of material in the mixture. When the mixture is designed for cement content from 375 lbs/cu yd (222 kg/cu m) to 400 lbs/cu yd (237 kg/cu m), the total of organic processing additions, inorganic processing additions, and limestone addition in the cement shall not exceed 5.0 percent.
 - b. The mixture shall contain a maximum of two finely divided minerals. The finely divided mineral in a blended cement shall count toward the total number of finely divided minerals allowed. The finely divided mineral(s) shall constitute a maximum of 35.0 percent of the total cement plus finely divided mineral(s). The fly ash portion shall not exceed 30.0 percent for Class C fly ash or 25.0 percent for Class F fly ash. The Class C and F fly ash combination shall not exceed 30.0 percent. The ground granulated blast-portion shall not exceed 35.0 percent. The microsilica or high-reactivity metakaolin portion used together or separately shall not exceed 5.0 percent. The finely divided mineral in the blended cement shall apply to the maximum 35.0 percent, and shall be determined as discussed in a above for determining portland cement in blended cement.
 - c. For central mixed Class PV and SI concrete, the mixture shall contain a minimum of 535 lbs/cu yd (320 kg/cu m) of cement and finely divided mineral(s) summed together, and a water-reducing admixture shall be 565 lbs/cu yd (335 kg/cu m) without a water-reducing admixture.

For truck mixed or shrink mixed Class PV and SI concrete, the mixture shall contain a minimum of 575 lbs/cu yd (345 kg/cu m) of cement and finely

divided mineral(s) summed together, and a water-reducing admixture shall be used. The value shall be 605 lbs/cu yd (360 kg/cu m) without a water-reducing admixture.

- d. The mixture shall contain a maximum of 705 lbs/cu yd (418 kg/cu m) of cement and finely divided mineral(s) summed together.
- e. The mixture shall have a water/cement ratio of 0.32 0.44.
- f. The mixture shall not be used for placement underwater.
- g. The combination of cement and finely divided mineral(s) shall have an ASTM C 1567 expansion value ≤ 0.16 percent, and shall be performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly.

If during the two year time period the Contractor needs to replace the portland cement, and the replacement portland cement has an equal or lower total equivalent alkali content (Na₂O + 0.658K₂O), a new ASTM C 1567 test will not be required. However, replacement of a blended cement with another cement will require a new ASTM C 1567 test."

CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has __no control._____
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

DOWEL BARS (BDE)

Effective: April 1, 2007 Revised: January 1, 2008

Revise the fifth and sixth sentences of Article 1006.11(b) of the Standard Specifications to read:

"The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm) and patching of the ends will not be required. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list."

EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007 Revised: January 2, 2008

Replace the second and third paragraphs of Article 105.07(b)(4)a. of the Standard Specifications with the following:

"Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4)."

Replace Article 109.04(b)(4) of the Standard Specifications with the following:

- "(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.
 - a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

The time allowed will be the actual time the equipment is operating on the extra work. For the time required to move the equipment to and from the site of the extra work and any authorized idle (standby) time, payment will be made at the following hourly rate: 0.5 x (FHWA hourly rate - EOC).

All time allowed shall fall within the working hours authorized for the extra work.

The rates above include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, overhaul and maintenance of any kind, depreciation, storage, overhead, profits, insurance, and all incidentals. The rates do not include labor,

The Contractor shall submit to the Engineer sufficient information for each piece of equipment and its attachments to enable the Engineer to determine the proper equipment category. If a rate is not established in the Blue Book for a particular piece of equipment, the Engineer will establish a rate for that piece of equipment that is consistent with its cost and use in the industry.

b. Rented Equipment. Whenever it is necessary for the Contractor to rent equipment to perform extra work, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies.

All prices shall be agreed to in writing before the equipment is used."

HOT-MIX ASPHALT - ANTI-STRIPPING ADDITIVE (BDE)

Effective: November 1, 2009

Revise the first and second paragraphs of Article 1030.04(c) of the Standard Specifications to read:

"(c) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of tests performed according to Illinois Modified AASHTO T 283. To be considered acceptable by the Department as a mixture not susceptible to stripping, the conditioned to unconditioned split tensile strength ratio (TSR) shall be equal to or greater than 0.85 for 6 in. (150 mm) specimens. Mixtures, either with or without an additive, with TSRs less than 0.85 for 6 in. (150 mm) specimens will be considered unacceptable. Also, the conditioned tensile strength for mixtures containing an anti-strip additive shall not be lower than the original conditioned tensile strength determined for the same mixture without the anti-strip additive.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option."

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

Effective: January 1, 2010

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

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

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

- "Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 2 in. (50 mm), from each pavement edge. (i.e. for a 4 in. (100 mm) lift the near edge of the density gauge or core barrel shall be within 4 in. (100 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.
- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

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

HOT-MIX ASPHALT - DROP-OFFS (BDE)

Effective: January 1, 2010

Revise the third paragraph of Article 701.07 of the Standard Specifications to read:

"At locations where construction operations result in a differential in elevation exceeding 3 in. (75 mm) between the edge of pavement or edge of shoulder within 3 ft (900 mm) of the edge of the pavement and the earth or aggregate shoulders, Type I or II barricades or vertical panels shall be placed at 100 ft (30 m) centers on roadways where the posted speed limit is 45 mph or greater and at 50 ft (15 m) centers on roadways where the posted speed limit is less than 45 mph."

HOT-MIX ASPHALT - TRANSPORTATION (BDE)

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

"1030.08 Transportation. Vehicles used in transporting HMA shall have clean and tight beds. The beds shall be sprayed with asphalt release agents from the Department's approved list. In lieu of a release agent, the Contractor may use a light spray of water with a light scatter of manufactured sand (FA 20 or FA 21) evenly distributed over the bed of the vehicle. After spraying, the bed of the vehicle shall be in a completely raised position and it shall remain in this position until all excess asphalt release agent or water has been drained.

When the air temperature is below 60 °F (15 °C), the bed, Including the end, endgate, sides and bottom shall be insulated with fiberboard, plywood or other approved insulating material and shall have a thickness of not less than 3/4 in (20 mm). When the insulation is placed inside the bed, the insulation shall be covered with sheet steel approved by the Engineer. Each vehicle shall be equipped with a cover of canvas or other suitable material meeting the approval of the Engineer which shall be used if any one of the following conditions is present.

- (a) Ambient air temperature is below 60 °F (15 °C).
- (b) The weather is inclement.
- (c) The temperature of the HMA immediately behind the paver screed is below 250 °F (120 °C).

The cover shall extend down over the sides and ends of the bed for a distance of approximately 12 in. (300 mm) and shall be fastened securely. The covering shall be rolled back before the load is dumped into the finishing machine."

MULTILANE PAVEMENT PATCHING (BDE)

Effective: November 1, 2002

Pavement broken and holes opened for patching shall be completed prior to weekend or holiday periods. Should delays of any type or for any reason prevent the completion of the work, temporary patches shall be constructed. Material able to support the average daily traffic and meeting the approval of the Engineer shall be used for the temporary patches. The cost of furnishing, placing, maintaining, removing and disposing of the temporary work, including traffic control, shall be the responsibility of the Contractor.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007 Revised: November 1, 2009

Revise Article 105.03(a) of the \$tandard Specifications to read:

"(a) National Pollutant Discharge Elimination System (NPDES) / Erosion and Sediment Control Deficiency Deduction. When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, or the Contractor's activities represents a violation of the Department's NPDES permits, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the work effort required. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the Department's NPDES permits. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or portion of a calendar day until the deficiency is corrected to the satisfaction of the Engineer. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The base value of the daily monetary deduction is \$1000.00 and will be applied to each location for which a deficiency exists. The value of the deficiency deduction assessed for each infraction will be determined by multiplying the base value by a Gravity Adjustment Factor provided in Table A. Except for failure to participate in a required jobsite inspection of the project prior to initiating earthmoving operations which will be based on the total acreage of planned disturbance at the following multipliers: <5 Acres: 1; 5-10 Acres: 2; >10-25 Acres: 3; >25 Acres: 5. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calend ar day multiplied by a Gravity Adjustment Factor.

	Table A					
Deficiency Deduction Gravity Adjustment Factors						
Types of Violations	Soil Disturbed and Not Permanently					
	Stabilized At Time of Violation					
	< 5	5 - 10	>10 - 25	> 25		
	Acres	Acres	Acres	Acres		
Failure to Install or Properly	0.1 - 0.5	0.2 - 1.0	0.5 - 2.5	1.0 - 5		
Maintain BMP						
Careless Destruction of BMP	0.2 - 1	0.5 - 2.5	1.0 - 5.	1.0 - 5		
Intrusion into Protected Resource	1.0 - 5	1.0 - 5	2.0 - 10	2.0 - 10		
Failure to properly manage	0.2 - 1	0.2 - 1	0.5 - 2.5	1.0 - 5		
Chemicals, Concrete Washouts or						
Residuals, Litter or other Wastes						
Improper Vehicle and Equipment	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5		
Maintenance, Fueling or Cleaning						
Failure to Provide or Update	0.2 - 1	0.5 - 2.5	1.0 - 5	1.0 - 5		
Written or Graphic Plans Required						
by SWPPP						
Failure to comply with Other	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5"		
Provisions of the NPDES Permit						

REINFORCEMENT BARS - STORAGE AND PROTECTION (BDE)

Effective: August 1, 2008 Revised: April 1, 2009

Revise Article 508.03 of the Standard Specifications to read:

"508.03 Storage and Protection. Reinforcement bars shall be stored off the ground using platforms, skids, or other supports; and shall be protected from mechanical injury and from deterioration by exposure. Epoxy coated bars shall be stored on wooden or padded steel cribbing and all systems for handling shall have padded contact areas. The bars or bundles shall not be dragged or dropped.

When epoxy coated bars are stored in a manner where they will be exposed to the weather more than 60 days prior to use, they shall be protected from deterioration such as that caused by sunlight, salt spray, and weather exposure. The protection shall consist of covering with opaque polyethylene sheeting or other suitable opaque material. The covering shall be secured and allow for air circulation around the bars to minimize condensation under the cover.

Covering of the epoxy coated bars will not be required when the bars are installed and tied, or when they are partially incorporated into the concrete."

THERMOPLASTIC PAVEMENT MARKINGS (BDE)

Effective: January 1, 2007

Revise Article 1095.01(a)(2) of the Standard Specifications to read:

"(2) Pigment. The pigment used for the white thermoplastic compound shall be a highgrade pure (minimum 93 percent) titanium dioxide (Ti0₂). The white pigment content shall be a minimum of ten percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

The pigments used for the yellow thermoplastic compound shall not contain any hazardous materials listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1. The combined total of RCRA listed heavy metals shall not exceed 100 ppm when tested by X-ray fluorescence spectroscopy. The pigments shall also be heat resistant, UV stable and color-fast yellows, golds, and oranges, which shall produce a compound which shall match Federal Standard 595 Color No. 33538. The pigment shall be uniformly distributed throughout the thermoplastic compound."

Revise Article 1095.01(b)(1)e. of the Standard Specifications to read:

"e. Daylight Reflectance and Color. The thermoplastic compound after heating for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) and cooled at 77 °F (25 °C) shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degree circumferential/zero degree geometry, illuminant C, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White: Daylight Reflectance75 percent min. *Yellow: Daylight Reflectance45 percent min.

*Shall meet the coordinates of the following color tolerance chart.

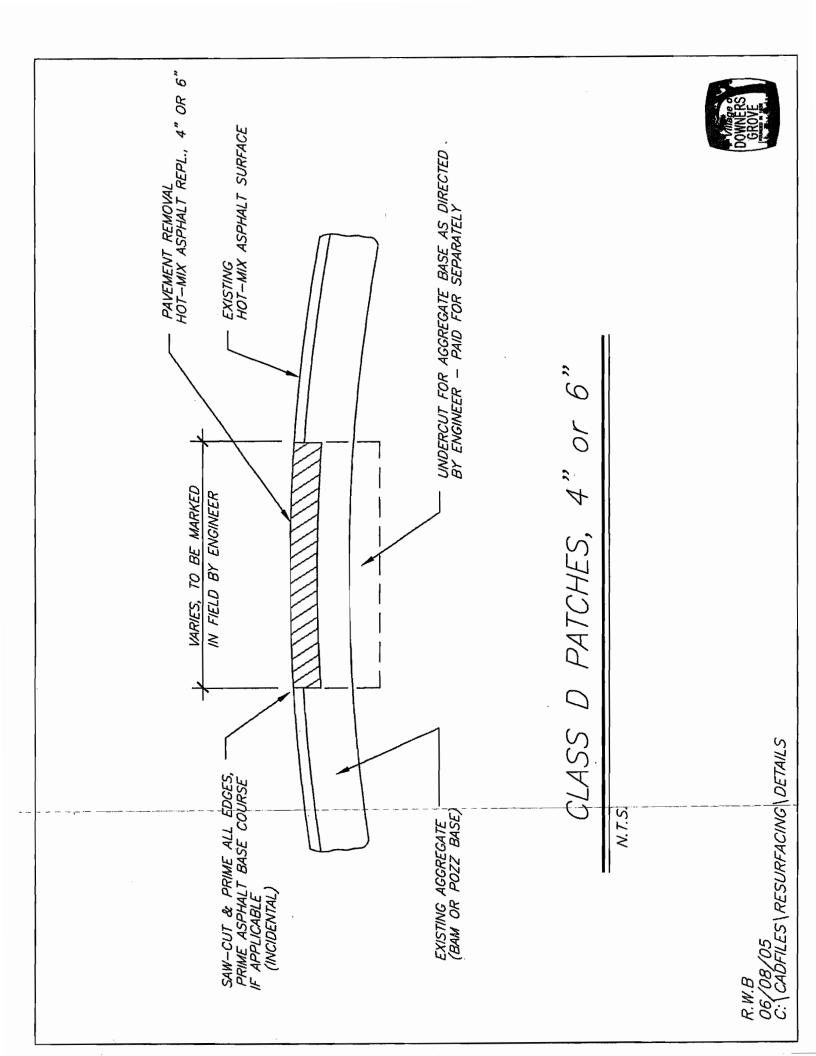
x 0.490 0.475 0.485 0.530 y 0.470 0.438 0.425 0.456"

Revise Article 1095.01(b)(1)k. of the Standard Specifications to read:

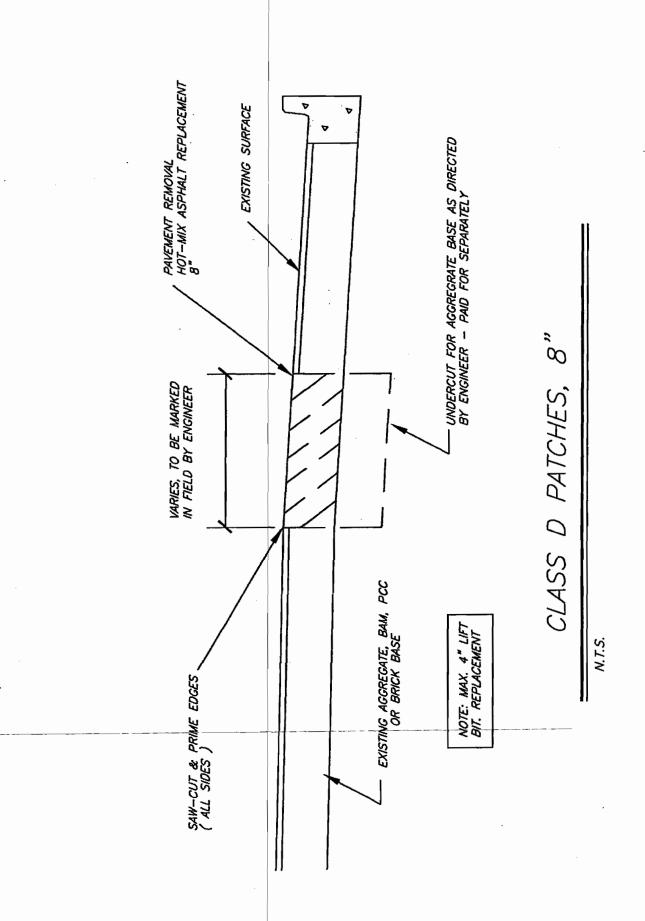
"k. Accelerated Weathering. After heating the thermoplastic for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) the thermoplastic shall be applied to a steel wool abraded aluminum alloy panel (Federal Test Std. No. 141, Method 2013) at a film thickness of 30 mils (0.70 mm) and allowed to cool for 24 hours at room temperature. The coated panel shall be subjected to accelerated weathering

using the light and water exposure apparatus (fluorescent UV - condensation type) for 75 hours according to ASTM G 53 (equipped with UVB-313 lamps).

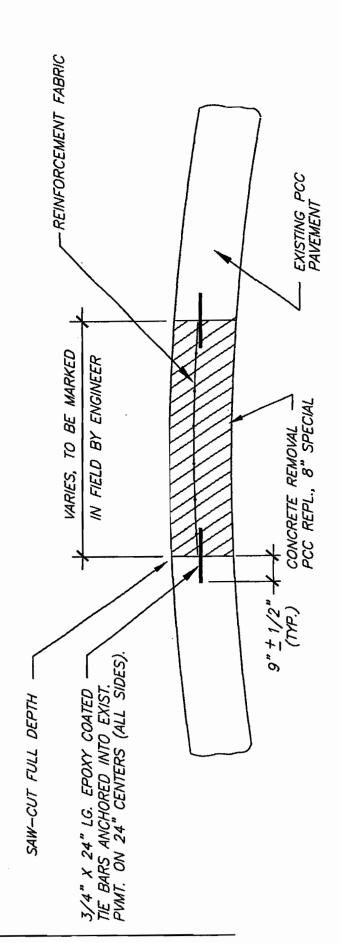
The cycle shall consist of four hours UV exposure at 122 °F (50 °C) followed by four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the panel shall not exceed 10 Hunter Lab Delta E units from the original material."





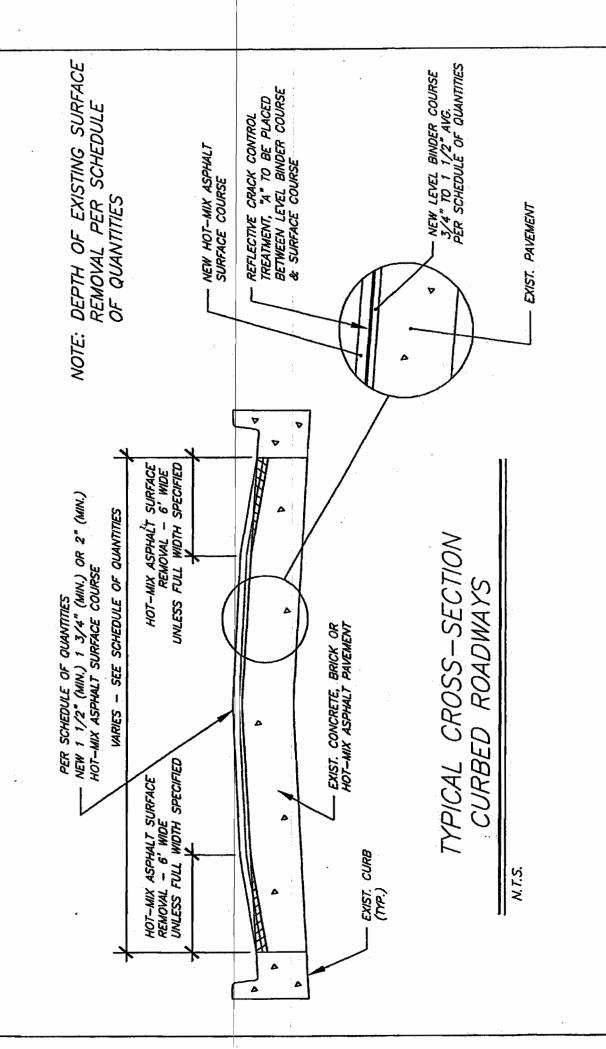






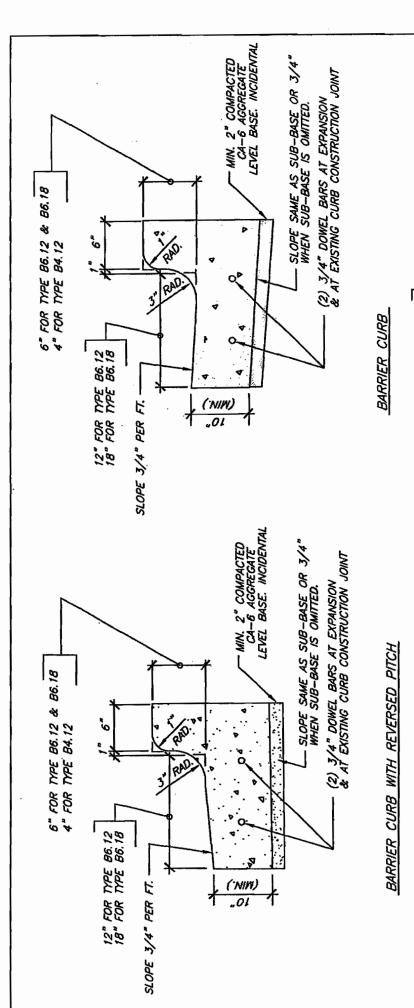
PAVEMENT REMOVAL, PCC REPLACEMENT, 8" SPECIAL

N. 7.S.





R.W.B 06/08/05 C:\CADFILES\RESURFACING\DETAILS



12" FOR TYPE B6.12 18" FOR TYPE B6.18

SLOPE 3/4" PER FT.

,01 ,01

COMBINATION CONCRETE CURB AND GUTTER - BARRIER

JOINT SPACING ON CENTERS: 15' FOR CONTRACTIONS 90' FOR EXPANSION

(2) 3/4" DOWEL BARS AT EXPANSION —

SLOPE SAME AS SUB-BASE OR 3/4". WHEN SUB-BASE IS OMITTED.

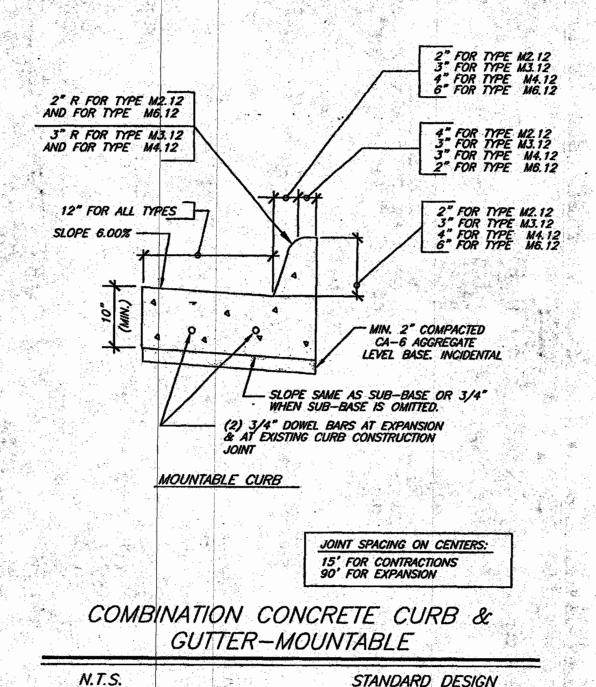
- MIN. 2" COMPACTED CA-6 AGGREGATE LEVEL BASE. INCIDENTAL



DEPRESSED CURB

S.A.F. 03/04/08 I:\PW-ENG & TRANSPORTATION\CAD-FILES\RESURFACING\2008 DETAILS.DWG

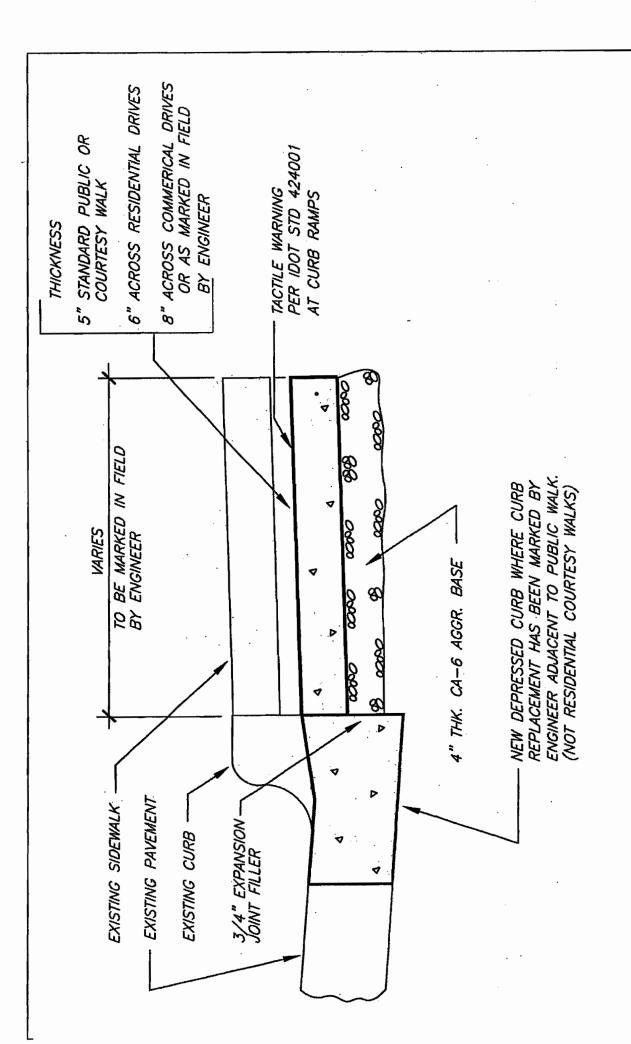
WHERE APPLICABLE NEW CURB SHALL BE TIED TO ADJACENT CONCRETE PAVEMENT OR BASE WITH NO. 6 (3/4") BARS AT 24" CENTERS IN ACCORDANCE WITH DETAILS FOR LONGITUDINAL CONSTRUCTION JOINT SHOWN ON STANDARD 420001



WHERE APPLICABLE NEW CURB SHALL BE TIED TO ADJACENT CONCRETE PAVEMENT OR BASE WITH NO. 6 (3/4") BARS AT 24" CENTERS IN ACCORDANCE WITH DETAILS FOR LONGITUDINAL CONSTRUCTION JOINT SHOWN ON STANDARD 420001

R.W.B 06/08/05 C:\CADFILES\RESURFACING\DETAILS



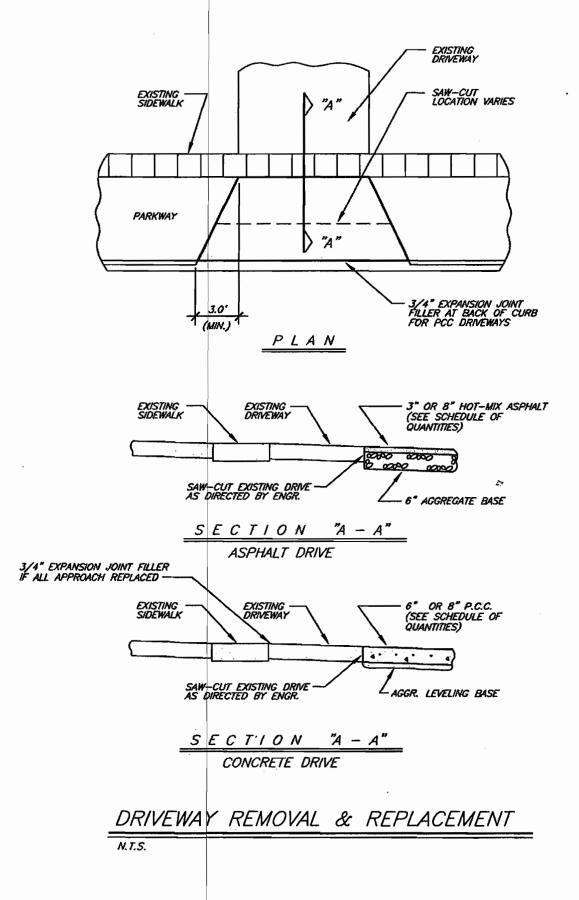




SIDEWALK REMOVAL & REPLACEMENT

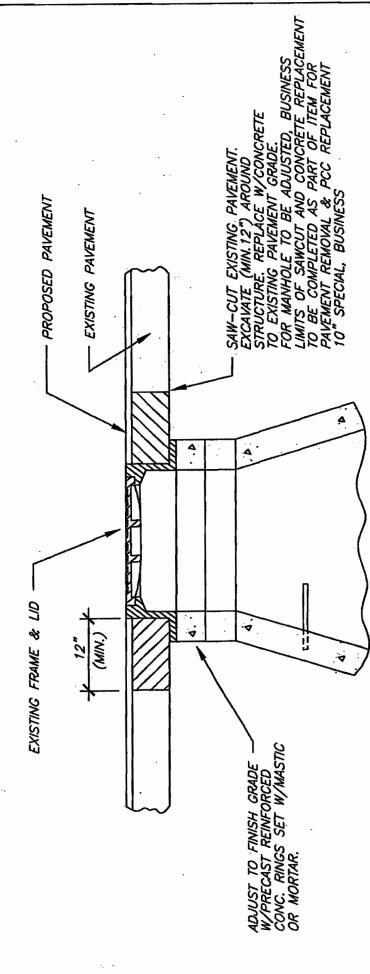
N. T. S.

R.W.B 06/08/05 C:\CADFILES\RESURFACING\DETAILS









NOTES:

- AFTER MANHOLE HAS BEEN ADJUSTED AND IF STREET IS OPEN TO TRAFFIC, A TYPE 1 BARRICADE W/FLASHER SHALL BE PLACED AT EACH MANHOLE.
- SANITARY MANHOLE AND MANHOLE TO BE ADJUSTED, BUSINESS TO BE SET W/MASTIC

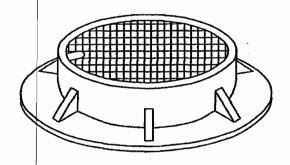
ď

MANHOLE ADJUSTMENT DETAIL

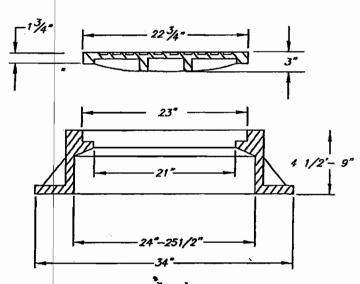
N. 7.S



CLOSED LIDS TO HAVE "WATER" OR "STORM" STAMPED IN CENTER, AS APPROPRIATE.



WT. 540 LBS

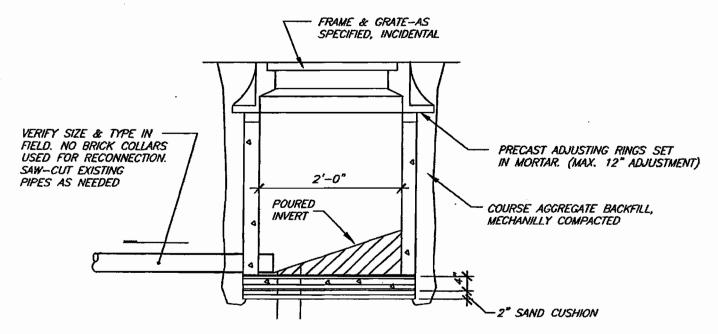


CLOSED LIDS TO BE NEENAH TY B OR EQUAL OPEN LID TO BE NEENAH TY D OR EQUAL

TYPE 1 HEAVY DUTY FRAMES & LIDS

N.T.S.

DOWNERS GROVE

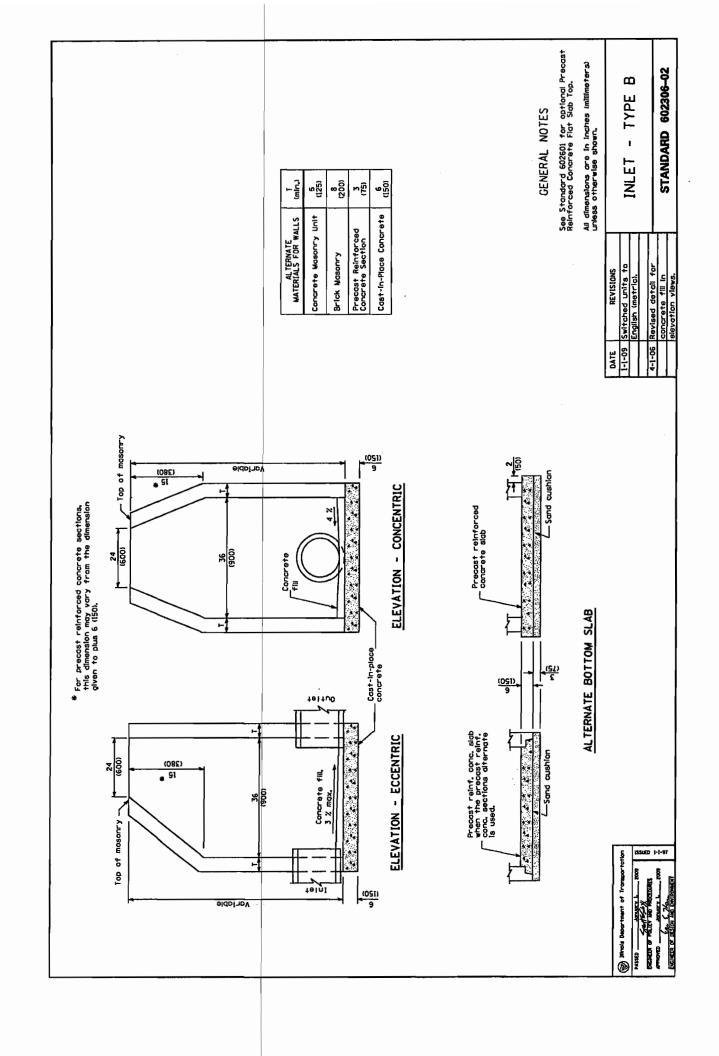


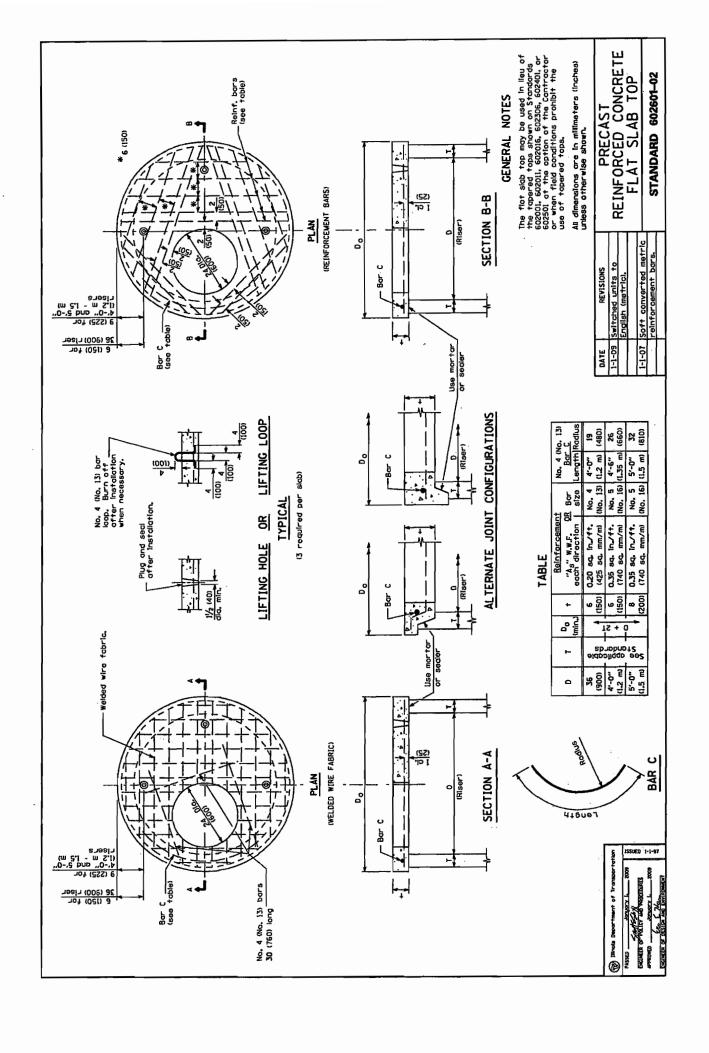
NOTE: INSIDE WALL OF INLET TO BE FLUSH WITH FACE OF CURB FOR TYPE I FRAME OR BACK OF CURB FOR TYPE 3 & TYPE II FRAME

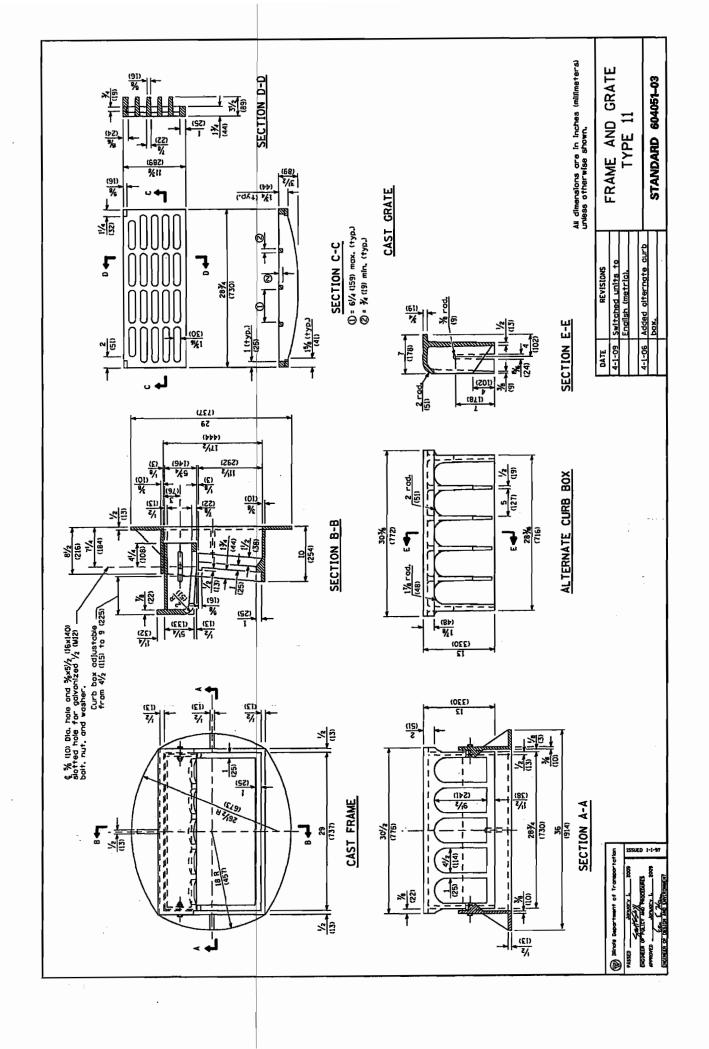
TYPE "A" INLET NEW/REPLACEMENT

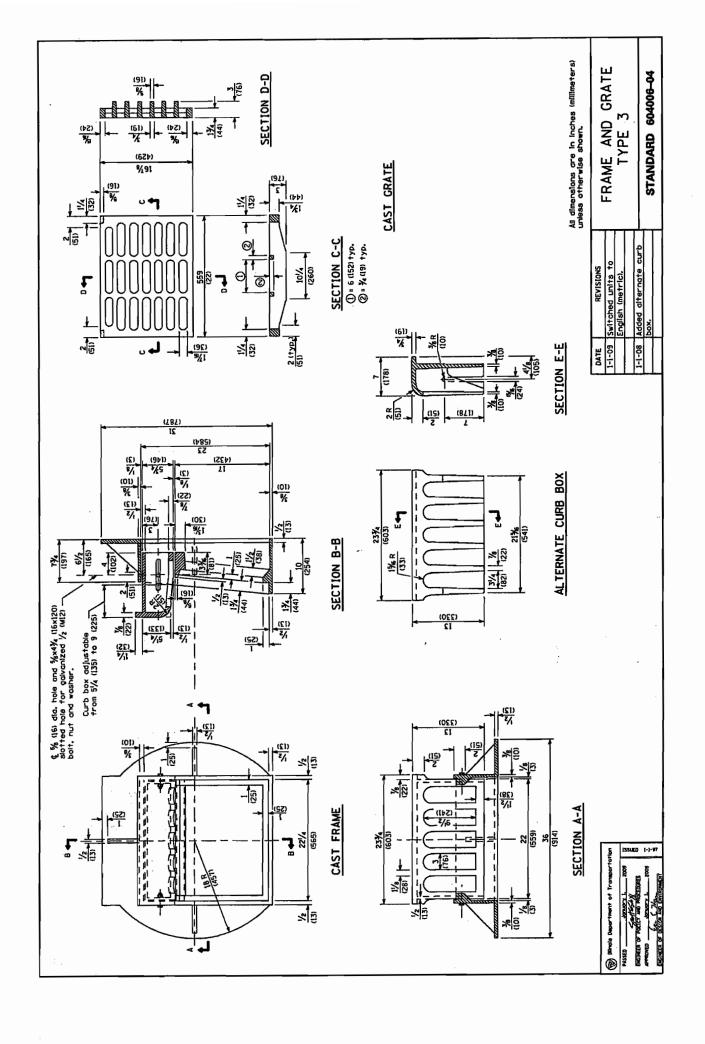
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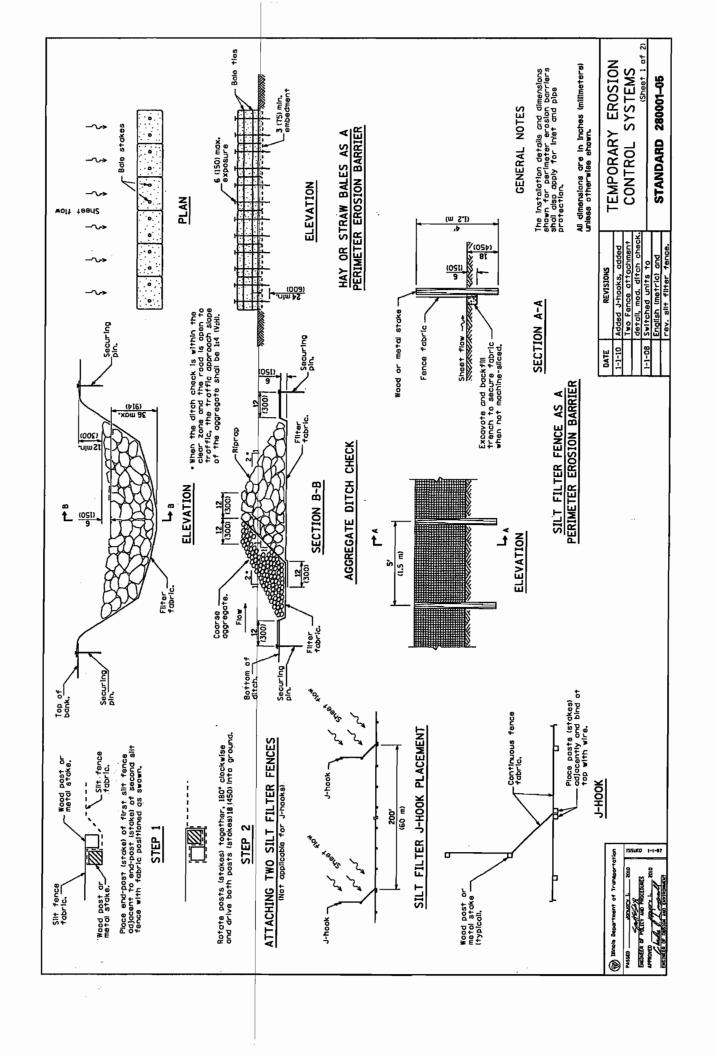


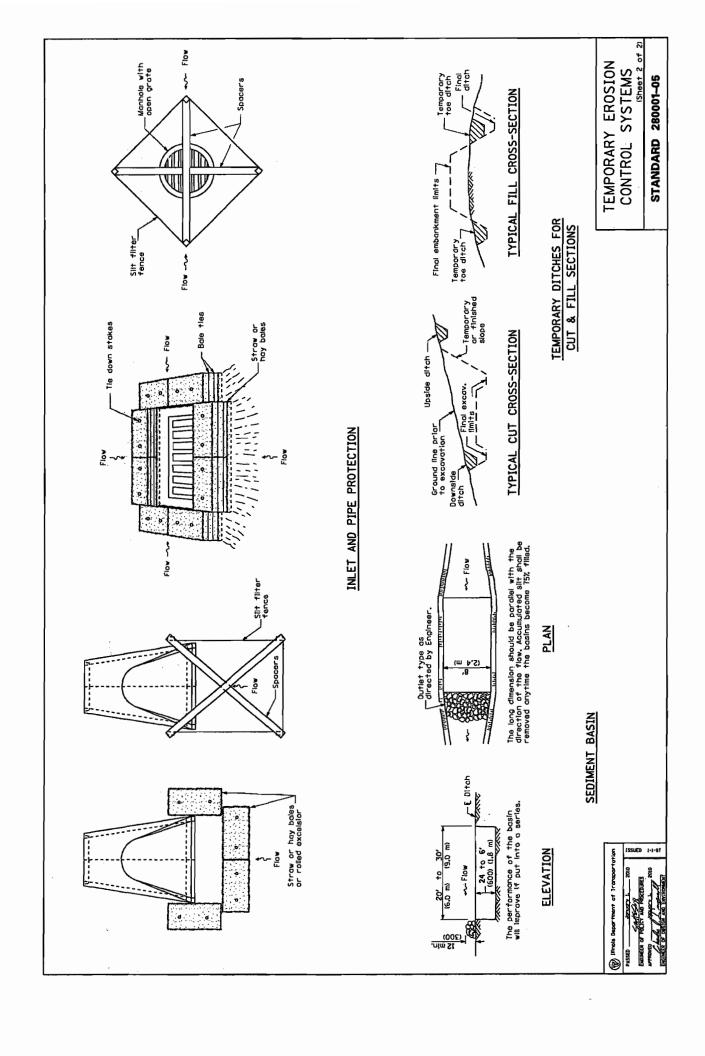


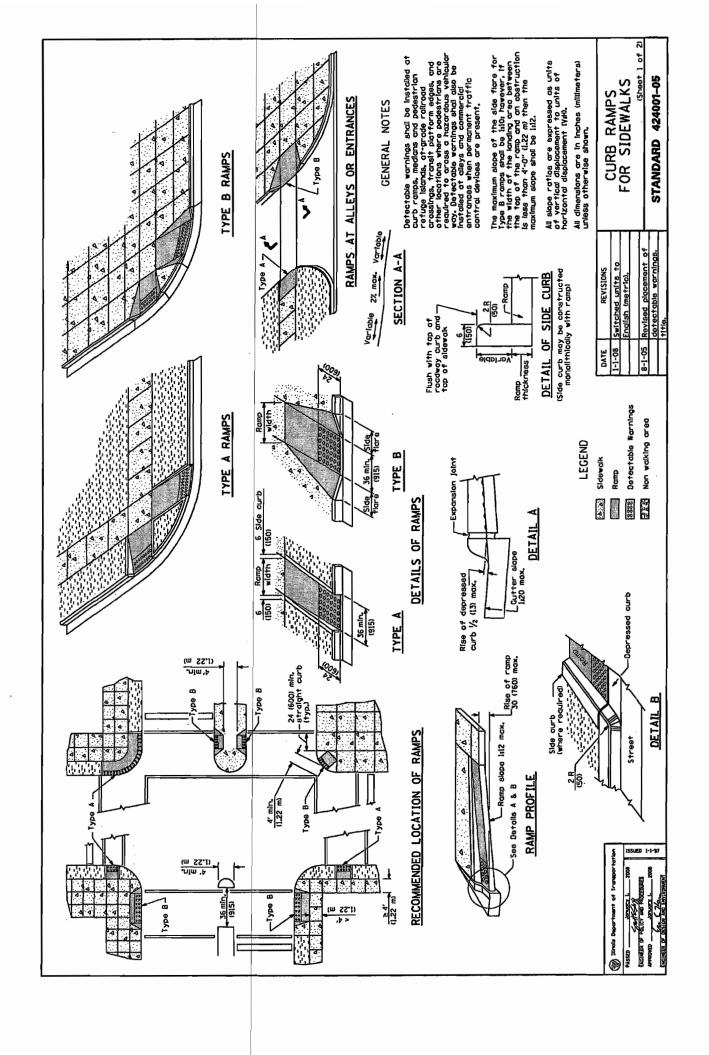


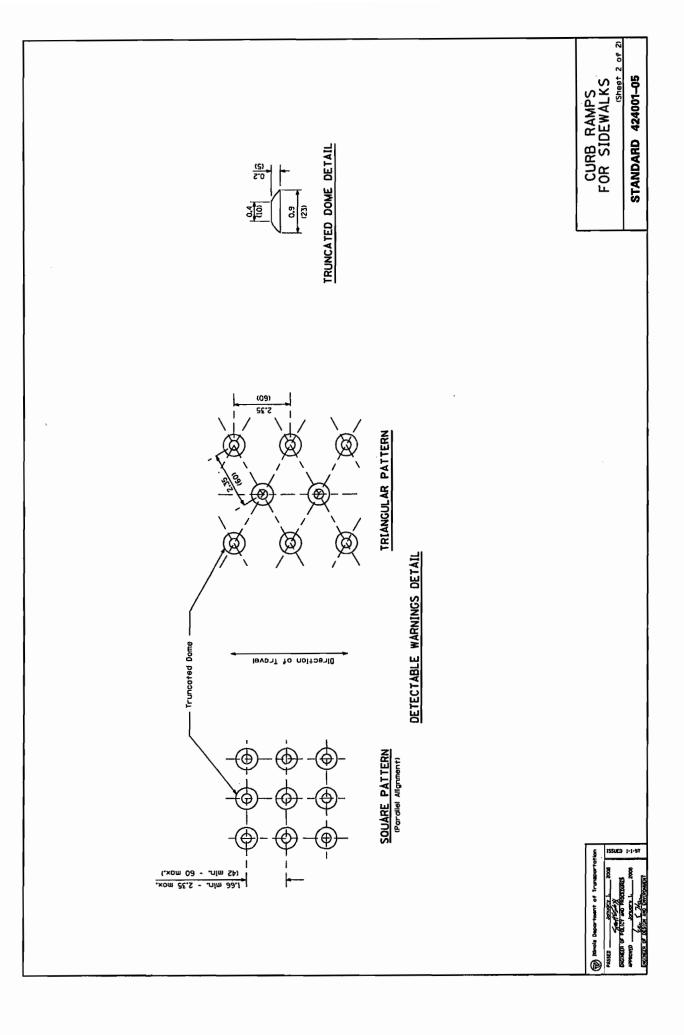


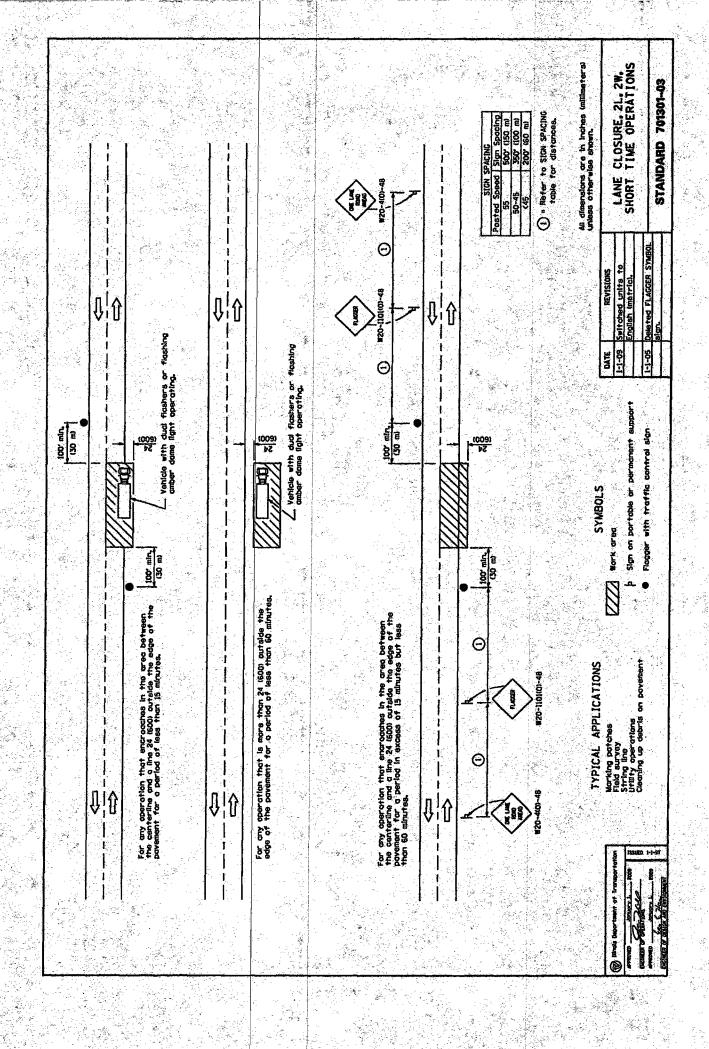


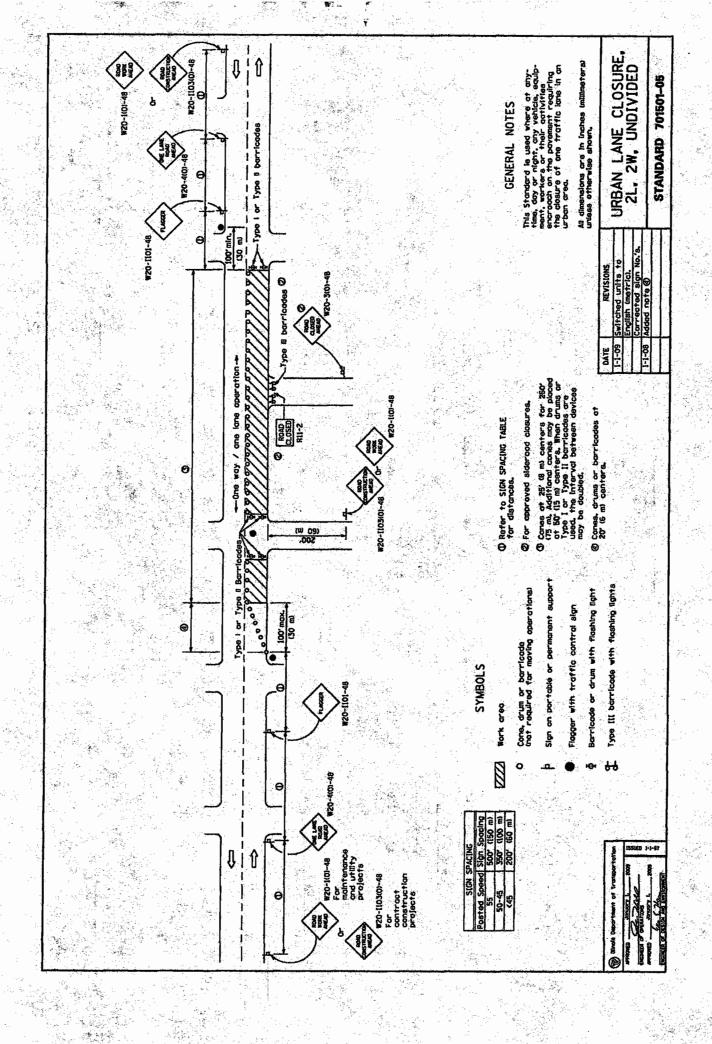


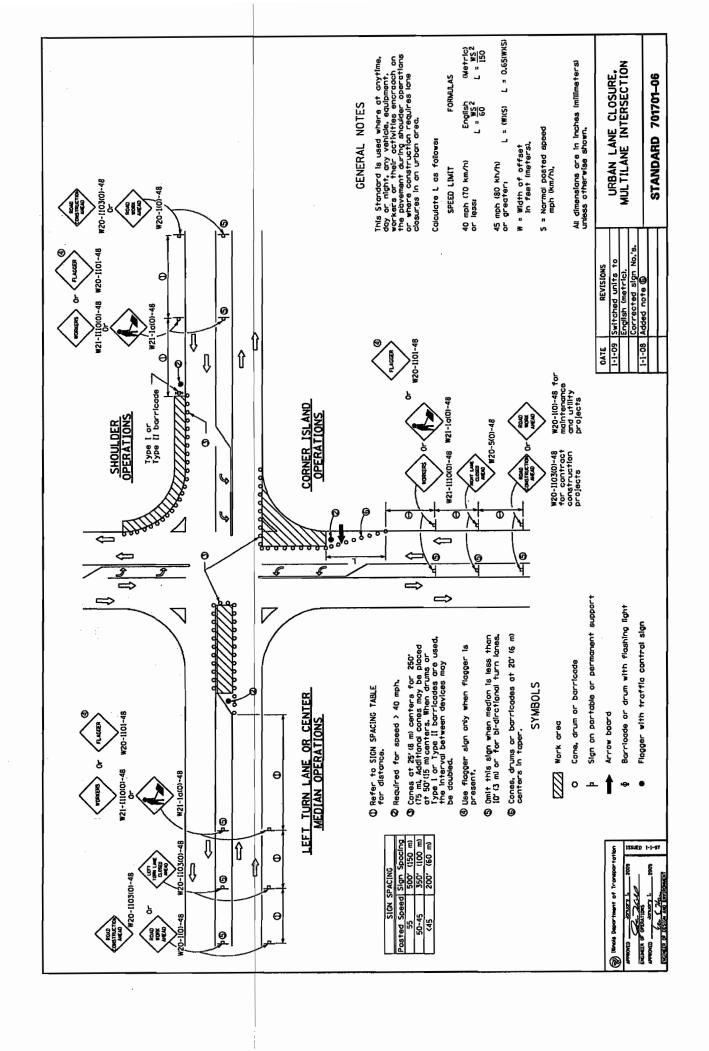


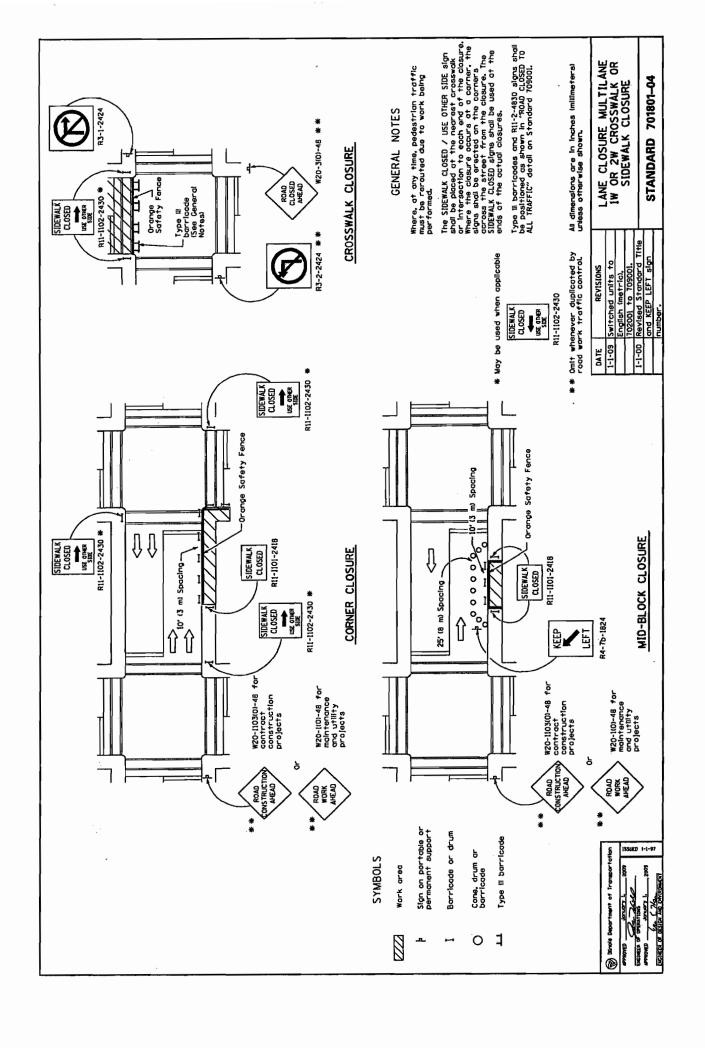


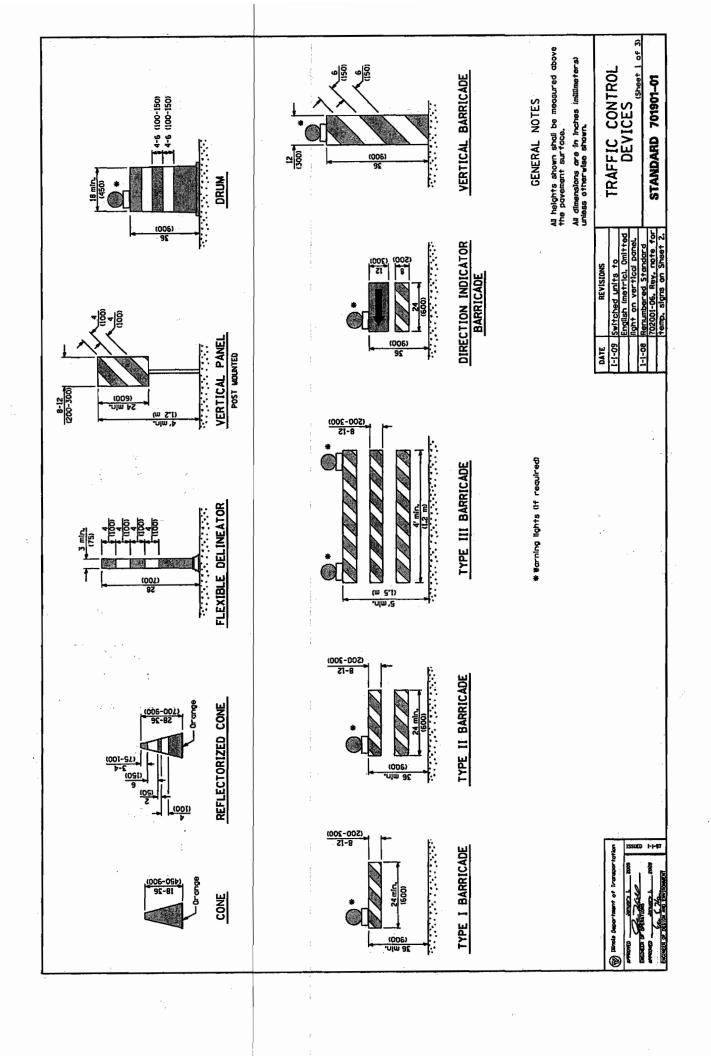


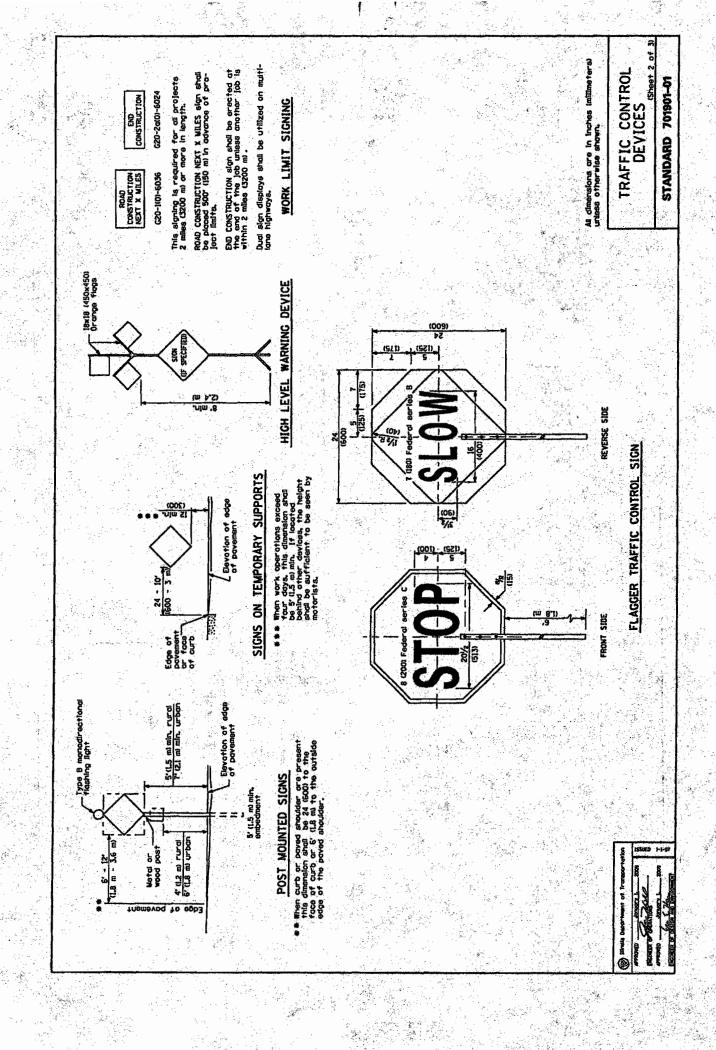


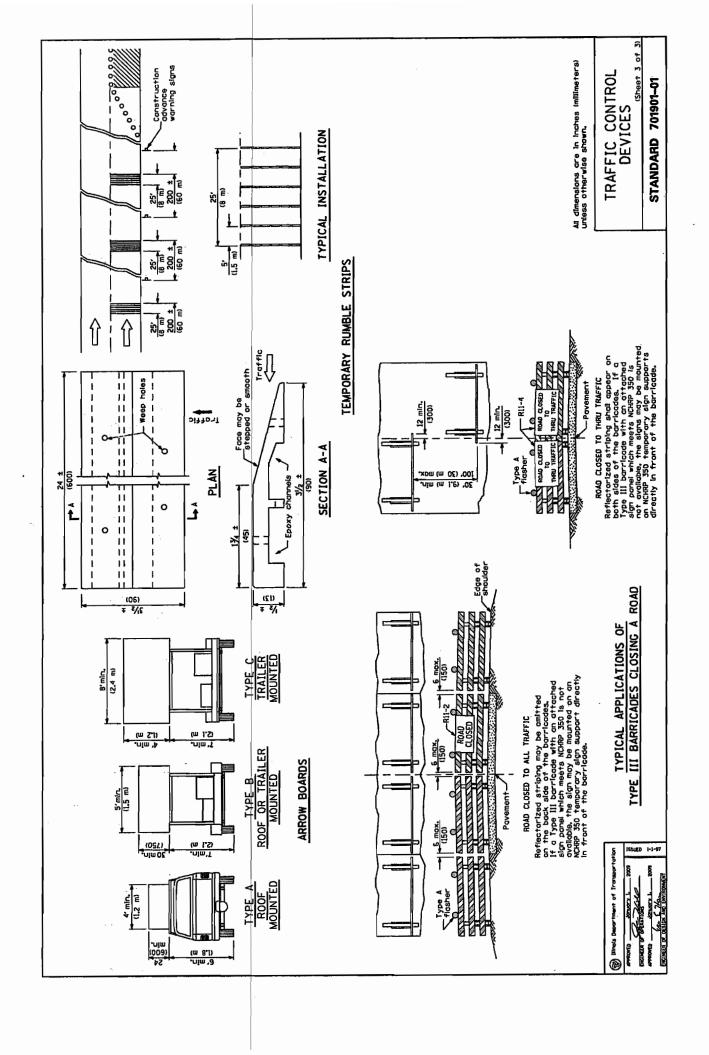












V. BID and CONTRACT FORM (Village)

Date

***THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award				
BIDDER:				
Company Name	5-4-2010 Date			
Po Box 998 Street Address of Company	Casspegenera construction. Net			
Auro/A IL 60507 City, State, Zip	Cass W. Price Contact Name (Print)			
630 - 892 - 4357 Business Phone	630-774-9122 24-Hour/Telephone			
630-892-7738 Business Fax	Signature of Officer, Partner or Sole Proprietor			
ATTEST: if a Corporation National Secretary Signature of Corporation Secretary	Cass W. Price Vice President Print Name & Title			
	Grove all necessary materials, equipment, labor, etc. to from the date of the Notice to Proceed in accordance for the unit prices shown on the Schedule of Prices.			
VILLAGE OF DOWNERS GROVE:	ATTEST:			
Authorized Signature	Village Clerk			
Title				

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Date

V. BID and CONTRACT FORM (Contractor)

Date

***THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award					
BIDDER:					
GENEVA CONSTIVET	TION 5-4-2010				
Company Name	Date				
PO BOX 998	Casspe genera construction. No				
Street Address of Company	E-mail Address				
AUTOTA IL 60507	Cass Price				
City, State, Zip	Contact Name (Print)				
630-892-4357	630-7792-9122 24-Hour/Telephone				
Business Phone	24-Hour Telephone				
630-892-7738	1/6/				
Business Fax	Signature of Officer, Partner or Sole Proprietor				
4	Cass W. Price VicePresident				
ATTEST; if a Corporation	Print Name & Title				
Jaras M	_				
Signature of Corporation Secretary					
	e of Downers Grove all necessary materials, equipment, labor, etc. to calendar days from the date of the Notice to Proceed in accordance				
with the provisions, instructions and sp	pecifications for the unit prices shown on the Schedule of Prices.				
VILLAGE OF DOWNERS GROVE	ATTEST:				
Authorized Signature	Village Clerk				
Title					

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Date

SCHEDULE OF PRICES:

VILLAGE OF DOWNERS GROVE 2010 RESURFACING (B)

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	Hot-Mix Asphalt Surface Course, Mix C, N50	5122	Ton	67.00	343,174.00
2	Leveling Binder (Machine Method), N50	3013	Ton	67.00	201,871.00
3	Bituminous Materials (Prime Coat)	5853	Gal.	0,01	58. 5 3
4	Aggregate (Prime Coat)	115	Ton	1,00	115.00
5	Area Reflective Crack Control Treatment, System A	58520	S.Y.	1.25	73,150.00
6	Class D Patches, Type IV, 4"	5481	S.Y.	27.00	147,987.00
7	Class D Patches, 4" Special	633	S.Y.	27.50	17,467.50
88	Class D Patches, Type IV, 6*	220	S.Y.	37.00	8140,00
9	Class D Patches, 6" Special	98	S.Y.	38,00	3724,00
10	Class D Patches, Type IV, 8"	66	S.Y.	51.00	3366,00
11_	Class D Patches, 8" Special	35	S.Y.	51.00	1785.00
12	Pavement Removal and Portland Cement Concrete Replacement, 8" Special	1571	S.Y.	60.00	94,260.00
13	Porous Granular Embankment, Special	426	C.Y.	45.00	19,170,00
14	Combination Concrete Curb and Gutter Removal	15911	L.F.	3,00	43,733.00
15	Combination Concrete Curb and Gutter, Type M-3.12	957	L.F.	16.00	15,312.00
16	Combination Concrete Curb and Gutter, Type M-6.12	4767	L.F.	13.80	65,784.60
17	Combination Concrete Curb and Gutter, Type M-6.12, Reinforced	110	L.F.	18.00	1980.00
18	Combination Concrete Curb and Gutter, Type B-6.12	3287	L.F.	13.00	42,731,00
19	Combination Concrete Curb and Gutter, Type B-6.18	6789	L.F.	15.00	101,835.00
20	Manhole to be Adjusted	49	EA.	275,00	13,475,00

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45	Decorative Paver Driveway Removal and Replacement	43	S.Y.	90.00	3870,00
46	Decorative Paver Sidewalk Removal and Replacement	3	S.Y.	90.00	270.00
47	Parkway Restoration, Salt Tolerant, Special	8918	S.Y.	9:20	82,045.60
48	Temporary Ramp, Hot-Mix Asphalt	107	S.Y.	20.00	2140.00
49	Hot-Mix Asphalt Driveway Removal	1509	S.Y.	6,00	9054.00
50	Hot-Mix Asphalt Driveway Pavement, 3"	1478	S.Y.	22.00	32516,00
51	Hot-Mix Asphalt Driveway Pavement, 8"	31	S.Y.	70.00	2170,00
52	Portland Cement Concrete Driveway Removal	3810	S.Y.	7.00	26,670.00
53	Portland Cement Concrete Driveway Pavement, 6"	3779	S.Y.	38.00	143,602.00
54	Portland Cement Concrete Driveway Pavement, 8"	31	S.Y.	60.00	1860.00
55	Thermoplastic Pavement Marking Line, 4" Yellow	2700	L.F.	0.65	1755.00
56	Thermoplastic Pavement Marking Line, 6" White	446	L.F.	0.95	423.70
57	Thermoplastic Pavement Marking Line, 12" White	257	L.F.	1,90	488.30
58	Thermoplastic Pavement Marking Line, 12" yellow	133	L.F.	1,90	252.70
59	Thermoplastic Pavement Marking Line, 24" White	125	L.F.	3,85	481.25
60	Thermoplastic Pavement Marking, Letters and Symbols	36.4	S.F.	5,00	182.00
61	Short Term Pavement Marking	300	L.F.	1.00	300.00
62	Work Zone Pavement Marking Removal	33	S.F.	8.00	264.00
63	Erosion, Sedimentation and Dust Control	1	L.S.	3500.00	3500.00
64	Construction Staking	1	L.S.	5500.00	5500.00
65	Traffic Control, Maintenance of Traffic, Detours	1 ·	L.S.	5,01000.00	50,000.00

TOTAL BID-> 1,8:43,609.38

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to 2010 Resurfacing (B) , bidder _	Geneva	Construction	Company
(Name of Project	(Name	e of Bidder)		
hereby certifies the following:				

- 1. Bidder is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
- 2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS §12-105(A)(4);
- 3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Bidder certifies that bidder and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
- 4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
- 5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

BIDDER'S CERTIFICATION (page 2 of 3) Cass W. Price Bidder's Authorized Agent
FEDERAL TAXPAYER IDENTIFICATION NUMBER
Social Security Number Subscribed and sworn to before me this 4th day of 1004, 2009. Notary Public 40 FFICIAL SEAL
(Fill Out Applicable Paragraph Below) Notary Public "OFFICIAL SEAL" TERI L. WICKERT Notary Public, State of Illinois My commission expires 12/27/1
(a) <u>Corporation</u> The Bidder is a corporation organized and existing under the laws of the State of <u>Thatis</u> , which operates under the Legal name of <u>Graneua Construction</u> Oomerany, and the full names of its Officers are as follows: President: <u>Toho</u> P. Biyan
Secretary: Michael P. Bryan
Treasurer: Cathy May
and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)
(b) Partnership Signatures and Addresses of All Members of Partnership:

BIDDER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of:	<u> </u>
which name is registered with the office of	in the state of
(c) Sole Proprietor The Supplier is a Sole Proprietor whose full name is:	
and if operating under a trade name, said trade name is:	
which name is registered with the office of	in the state of
·	
6. Are you willing to comply with the Village's insurance require of the contract? YES	
INSURER'S NAME: Zurich American	
AGENT: ASSULANCE ASENCY	
Street Address: ONE CENTULY CENTLE	1750 RAST 6014 Rd
City, State, Zip Code: Schaum Burg IL 601	
Telephone Number: 847 - 429 - 0999	
I/We hereby affirm that the above certifications are true and accurate understand them.	and that I/we have read and
Print Name of Company: GENCUA CONSTIUCT	TON Company
Print Name and Title of Authorizing Signature:	_
Date: 5-4-2010	



May 3, 2010

Cass Price Geneva Construction Co. P.O. Box 988 Aurora, IL: 60567

RE: General Liability GLC379532807 4/1/2010 to 4/1/2011

Dear Cass:

Assurance Agency certifies that the insurer has read the requirements as set forth in the General Conditions and will issue the required policies as specified in the General Requirements.

Sincerely,

Julie Harrington Client Service Representative

Sincerely,

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MUNICIPAL REFERENCE LIST

City of AUGOTA Municipality: AUrola IL Address: Phone #: 630 - 844-3620 Chris Licot Contact Name: 2009 Ward Resultacing Name of Project: 4,306,767.00 Date of Completion: OCTO BER 2009 Contract Value: VILLAGE OF LISTE Municipality: 925 BUILINGTON LISTE Address: Phone #: 63b-271-4172 Gary EMOLE Contact Name: Program Name of Project: 2009 Rogo 1,464,561,25 Date of Completion: SEPTRUBIL 2009 Contract Value: City of Naperuille Municipality: 400 S. Eggle ST NAPHUILL Address: AHMED MUNSTAIL Phone #: 420-6111 Contact Name: 2009 STreet PATCHING Name of Project: 950,000.00 Date of Completion: July Contract Value: City of WALLENONE Municipality: 35 258 MANNING AUZ WATTENUIDE, IL Address: = Jim Fain Kar Phone #: 630-887-8640 Contact Name: Name of Project: 2009 STEET TOSIAM 1,129, 422.00 Date of Completion: SEPTEMBEL 2009 Contract Value: ListE TOWNSHIP Municipality: IND:ANA 4518 Address: Michael Down Contact Name: Phone #: 2009 Listiz PAULYS TOWNShip Name of Project: 660,948,00 Date of Completion: August 2009 Contract Value:

SUBCONTRACTORS LIST

The Bidder hereby states the following items of work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

Const
ut STI. P.W. Pype of Work STI. P.N. 9
IN HWY City DE KAB State IL Zip 60115
Type of Work SAW CUlting
Jay City Belv: Lice State IL Zip 61008
TRECTION Type of Work Traffic CONTIO
City Wordhand State IL Zip 66185
Type of Work ARCCT
Arles Rd City Carol Stream State The Zip 60188
Type of Work Land SCAPE
UR City AU/U/A State IL Zip 60505
Type of Work
CityStateZip
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CityStateZip



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The

information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.
BUSINESS (PLEASE PRINT OR TYPE):
NAME: Geneva Construction Company
Address: PO Box 998
CITY: AUCOTA
STATE: ILLINOIS
ZIP: 60507
PHONE: 630-892-4357 FAX: 630-892-7738
TAX ID #(TIN): 36-112 69 60 (If you are supplying a social security number, please give your full name)
REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):
Name:
Address:
Стту:
STATE: ZIP:
TYPE OF ENTITY (CIRCLE ONE): Individual Sole Proprietor Partnership Medical Charitable Nongrofit Limited Liability Company – Individual/Sole Proprietor Limited Liability Company-Partnership Limited Liability Company-Corporation Corporation Government Agency
SIGNATURE: / 1/61/ DATE: 5-4-2010
,

Apprenticeship and Training Certification

(Does not apply to fede funds or state grant mo		licable only to n	naintenance and	construction projects that	at use Motor Fuel Tax
Name of Bidder: _	GENEVA	Consti	15.00	Company	
certifies that it is a apprenticeship and with its own forces of its subcontractor approved, applicable performance of work training program apperformance of after award issued by the United or all of its subcontrapproved and regist below, the official of work or crafts in Types or crafts in Types or types or crafts in Types or types or crafts	participant, either training programs. The bidder furthers submitted for apple apprenticeship ark pursuant to this oplicable to the word, may require the distates Department actors. Applicable tered with the United ame of the programment work that will andicate any type of raining program. Teach type of world listed. Return the	as an individed applicable to applicable to applicable to proval either and training purchased of the substant of Labor exponentices apprentices apprentices apprentices apprenticipal be subcontrated work or craft k or craft joins with the higher than the bidder is the	ual or as part of each type of work that with (a) is, at the trogram; or (b) in participation contract. The of a copy of eavidencing such hip and training partment of Lolding the Centrand that with cted shall be in the category responsible to category the oid.	ill be performed by some of such bid, part of will, prior to common in an approved ap Illinois Department ach applicable Certifich participation by the performed with the performed with included and listed at that does not have a for making a complat will be utilized of	in the approved the bidder will perform subcontract that each sicipating in an antencement of prenticeship and of Labor, at any time sicate of Registration that have been all list in the space on for all of the types the bidder's forces. It is subcontract work, an applicable the eterport and shall the space of the space of the bidder's forces.
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shall require this ce requirement, it shal take applications fo contract.	rtification provision I not be necessary or apprenticeship, t	n to be inclu that an applic raining or em	ded in all app cable program aployment dur	roved subcontracts. sponsor be currently ing the performance	
Print Name and Tit Signature:	le of Authorizing	Signature:	Cass L	N. Mcz	Vice President
Date: 5-4-	-2010				

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements - either Compliance OR Non-Compliance (not both).

Certificate of Compliance
The bidder or offerof hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CVR Part 661.
Signature / ///
Company Name Geneva Construction Company
Title Vice President
Date 5-4-2010
Certificate of Non-Compliance
Certificate of Non-Compliance The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7. Signature

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S/Canadian Free Trade Agreement does not supersede the Buy America requirement.

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

Company Name:	GENEVA	CONSTRUCTION COMP	ANY	
Address: Po	Box 99	8		
City: Auro	(A I	Zip Code:60\S	07	
Telephone: (639)	892-435	Fax Number: (630) 892-	7738	
E-mail Address: Cass P@ general Construction. Not				
Authorized Company Signature:				
Print Signature Name: Cass W. Price Title of Official: Vice President				
Date: 5-4-	-2010			

Village of Downers Grove

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

		
Under penalty	y of perjury, I declare:	
(Bidder/vendor has <u>not</u> contr five (5) years.) Signature	ributed to any elected Village position within the last Cass W. Price Print Name
	Village Council within the last five Print the following information:	ted a campaign contribution to a current member of the (5) years.
	Name of Contributor:	(company or individual)
	To whom contribution was made: _	,
	Year contribution made:	Amount: \$
	Signature	Print Name

3:H:\My Documents\templates\Call for Bids\Call for Bids-Fixed Works2008.doc

BID SUBMITTAL CHECKLIST

Each Bidder's Bid Package must be submitted with all requisite forms properly completed, and all documentation included. The following list is not all-inclusive, but is designed to facilitate a good, competitive bidding environment.

1.	Ø	Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2.	~	Cover sheet filled-in
3.	g	Bid Form copies filled-in. All copies must have original signatures and seals on them.
4.		Bid Bond or cashier's check enclosed with bid package.
5.		Schedule of Prices completed. Check your math!
6.	Ø	Bidder Certifications signed and sealed.
7.		Letter from Surety ensuring issuance of Performance and Labor Bonds.
8.		Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9.	Į	Municipal Reference List completed.
10.	V	Vendor request form W-9 completed.
11.	Ø	Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.

Page 65 of 65



May 3, 2010

Re: Geneva Construction Company
Downers Grove Bid # ST004B-0210

To Whom It May Concern:

Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, have provided surety credit to Geneva Construction for the past 50 years. Zurich/F&D is rated "A" (Excellent) with a financial size of XV (\$2 billion +) by AM Best and has a US Treasury Limit exceeding \$400 million.

Zurich/F&D is prepared to execute for Geneva Construction the necessary Performance and/or Payment Bonds for Downers Grove Bid # \$T004B-0210 project. Our consideration and issuance of bonds is a matter solely between Geneva Construction and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

Zurich Surety

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

1400 American Lane Tower 2, Floor 3 Schaumburg

IL 60196

Phone (847) 240-8100 Fax (847) 240-8147

Brian V. Konen, CIC, CWCA

Konen Insurance, Inc.

Sincerely,



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CoWhea & Mark Streets

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

Affidavit of Availability For the Letting of 5/14/2010

(Letting date)

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
County and Section Number	KANE	DUPAGE	DUPAGE 07- 00053-00-FP	KANE	KANE / KENDALL / DUPAGE	
Contract With	PRIVATE	PRIVATE	LISLE	AURORA	IDOT	
Estimated Completion Date	06/09	06/09	06/09	06/09	07/09 & 08/09	
Total Contract Price	444600.0	883200.0	3178500.0	1,670,900.00	4274900.0	Accumulated
Uncompleted Dollar Value if Firm is the Prime Contractor	203400.0	500600.0	560800.0	785,700.00	4274900.0	6325400.0
Uncompleted Dollar Value if Firm is the						0.0
				Total Value of A	Ul Work	6325400.0

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

List below the uncompleted dollar value of wor subcontracted to others will be listed on the revers company. If no work is contracted, show NONE.						Accumulated Totals
Earthwork	4900.0	31500.0			3000.0	39400.0
Portland Cement Concrete Paving					0.0	0.0
HMA Plant Mix	130000.0	157000.0	164500.0	416900.0	3031200.0	3899600.0
HMA Paving	4300.0		27500.0		351600.0	383400.0
Clean & Seal Cracks/Joints	1800.0	16700.0			44200.0	62700.0
Aggregate Bases & Surfaces	28500.0	90600.0	90000.0	66000.0	89000.0	364100.0
Highway,R.R. and Waterway Structures					0.0	0.0
Drainage					12900.0	12900.0
Electrical					0.0	0.0
Cover and Seal Coats		-			0.0	0.0
Concrete Construction	23300.0	201400.0	79000.0	92000.0	35900.0	431600.0
Landscaping					0.0	0.0
Fencing					0.0	0.0
Guardrail					0.0	0.0
Painting					0.0	0.0
Signing	-				0.0	0.0
Cold Milling, Planning & Rotomilling	10600.0				298700.0	309300.0
Demolition					0.0	0.0
Pavement Markings (Paint)		_			0.0	0.0
Other Construction (List)					0.0	0.0
					0.0	0.0
					0.0	0.0
Totals	203400.0	497200.0	361000.0	574900.0	3866500.0	5503000.0

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

Printed: 5/3/2010 Port 4 of 10 Port 7 (ne) (no) (ne)



Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764 Affidavit of Availability
For the Letting of 5/14/2010

(Letting date)

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

Part I. Work Under Contract

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

	5	6	7	8	Awards Pending	
County and Section Number	WLL	KANE 06-00017- 00-PV	KANE 01-00264- 00-TL	WILL	KANE	
Contract With	AURORA	IDOT	KDOT	PRIVATE	AURORA	
Estimated Completion Date	07/09	06/09	10/09	06/09	10/09	
Total Contract Price	1880000.0	7029700.0	1365500.0	239600.0	2,756,400.00	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	605400.0	4878000.0	1365500.0	239600.0	2756400.0	16170300.0
Uncompleted Dollar Value if Firm Is the Subcontractor						0.0
				Total Value of Al	l Work	16170300.0

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

List below the uncompleted dollar value of work Subcontracted to others will be listed on the revers company. If no work is contracted, show NONE.						Accumulated Totals
Earthwork			118600.0	31000.0		189000.0
Portland Cement Concrete Paving				63300.0		63300.0
HMA Plant Mix	115400.0	2201000.0	585700.0	50900.0	1,408,300.00	8260900.0
HMA Paving		63700.0	107700.0	600.0	92,500.00	647900.0
Clean & Seal Cracks/Joints						62700.0
Aggregate Bases & Surfaces	6500.0	436900.0	67100.0	13200.0	22,300.00	910100.0
Highway,R.R. and Waterway Structures						0.0
Drainage					55,300.00	68200.0
Electrical					· ·	0.0
Cover and Seal Coats						0.0
Concrete Construction	4200.0	270100.0	26300.0	50900.0	772,800.00	1555900.0
Landscaping						0.0
Fencing				_		0.0
Guardrali						0.0
Painting	_					0.0
Signing						0.0
Cold Milling, Planning & Rotomilling		78800.0	8300.0	5900.0	298,000.00	700300.0
Demolition						0.0
Pavement Markings (Paint)						0.0
Other Construction (List)					,	0.0
						0.0
						0.0
Totals	126100.0	3050500.0	913700.0	215800.0	2649200.0	12458300.0

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



Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, illinois 62764 Affidavit of Availability For the Letting of 5/14/2010

Letting date)

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

Part I. Work Under Contract

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

	9	10	11	12	Awards Pending	
County and Section Number	Dupage	KANE	DUPAGE	DUPAGE		
Contract With	IDOT	IDOT / PRIVATE	NAPERVILLE	LISLE		
Estimated Completion Date	08/10	05/10	09/09	08/09		
Total Contract Price	1709700.0	1766700.0	544600.0	1464500.0		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			544600.0	1464500.0		18179400.0
Uncompleted Dollar Value if Firm is the Subcontractor	1709700.0	1766700.0				3476400.0
				Total Value of A	ll Work	21655800.0

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

						0.0
Other Construction (List)						0.0
Pavement Markings (Paint)						0.0
Demolition		· · · · · · · · · · · · · · · · · · ·				0.0
Cold Milling, Planning & Rotomilling	178600.0	252,600.0	5600.0	100900.0		1238000.0
Signing						0.0
Painting				-		0.0
Guardrail						0.0
Fencing						0.0
Landscaping						0.0
Concrete Construction	5100.0		12500.0	296700.0		1870200.0
Cover and Seal Coats						0.0
Electrical						0.0
Drainage			3900.0		_	72100.0
Highway,R.R. and Waterway Structures				_		0.0
Aggregate Bases & Surfaces		42,200.0		67700.0		1020000.0
Clean & Seal Cracks/Joints						62700.0
HMA Paving	15200.0	9,200.0	35000.0	21000.0		728300.0
HMA Plant Mix	1500200.0	1,462,700.0	487600.0	805000.0		12516400.0
Portland Cement Concrete Paving			-	- 1	· · · · · · · · · · · · · · · · · · ·	63300.0
Earthwork				17200.0		206200.0
List below the uncompleted dollar value of work Subcontracted to others will be listed on the revers company. If no work is contracted, show NONE.	for each contract and e of this form. In a joi	l awards pending to l int venture, list only t	be completed with you hat portion of the wor	ur own forces. All work to be done by your	ork	Accumulated Totals

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

Printed 5/3/2010 Pone 3 of 10 PC 57 (08/00/09)

2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764

Affidavit of Availability For the Letting of 5/14/2010

(Letting date)

Instructions: Complete this form by either typing or using black ink.
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Part I. Work Under Contract

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	13	14	15	16	Awards Pending	
County and Section Number	KANE	KANE	KANE	KENDALL		
Contract With	FERMI	COA	SUGAR GROVE	IDOT		
Estimated Completion Date	05/09	10/09	05/09	11/09		
Total Contract Price	182,700.00	4306800.0	266200.0	3701700.0		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	182,700.00	4,306,800.00	266,200.00	3,701,700.00	0.00	
Uncompleted Dollar Value if Firm is the Subcontractor						3,476,400.00
				Total Value of Al	l Work	30,113,200.00

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

List below the uncompleted dollar value of work Subcontracted to others will be listed on the revers company. If no work is contracted, show NONE.						Accumulated Totals
Earthwork				40000.0		246,200.00
Portland Cement Concrete Paving				93200.0		156,500.00
HMA Plant Mix	133,600.00	2393100.0	235800.0	1036300.0		16,315,200.00
HMA Paving	9,100.00	56700.0	500.0	66200.0		860,800.00
Clean & Seal Cracks/Joints						62,700.00
Aggregate Bases & Surfaces		30000.0		107000.0		1,157,000.00
Highway,R.R. and Waterway Structures				_		0.00
Drainage		80200.0		_		152,300.00
Electrical				_		0.00
Cover and Seal Coats						0.00
Concrete Construction		1266200.0		546000.0		3,682,400.00
Landscaping						0.00
Fencing			_			0.00
Guardrall						0.00
Painting						0.00
Signing	_					0.00
Cold Milling, Planning & Rotomiling	23,400.00	399000.0	28900.0	113100.0		1,802,400.00
Demolition						0.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
						0.00
						0.00
Totals	166,100.00	4,225,200.00	265,200.00	2,001,800.00	0.00	24,435,500.00

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



Affidavit of Availability
For the Letting of 5/14/2010

Letting date)

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Part I. Work Under Contract

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	17	18	19	20	Awards Pending	
County and Section Number						
Contract With				·		
Estimated Completion Date			·			
Total Contract Price				·		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor						26636800.0
Uncompleted Dollar Value if Firm is the Subcontractor						3476400.0
				Total Value of	Ali Work	30113200.0

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

	List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work ubcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your					
company. If no work is contracted, show NONE.	r		 			Totals
Earthwork			_			246,200.0
Portland Cement Concrete Paving						156,500.0
HMA Plant Mix						16,315,200.0
HMA Paving						860,800.0
Clean & Seal Cracks/Joints						62,700.0
Aggregate Bases & Surfaces						1,157,000.0
Highway,R.R. and Waterway Structures						0.0
Drainage					<u> </u>	152,300.0
Electrical						0.0
Cover and Seal Coats						0.0
Concrete Construction						3,682,400.0
Landscaping						0.0
Fencing					:	0.0
Guardrail						0.0
Painting				,	•	0.0
Signing						0.0
Cold Milling, Pianning & Rotomilling	_					1,802,400.0
Demolition						0.0
Pavement Markings (Paint)			-			0.0
Other Construction (List)						0.0
						0.0
						0.0
Totals	0.0	0.0	0.0	0.0	0.0	24,435,500.0

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

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

	1	2	 	3	4	Awards Pending
Subcontractor		MAR	к-іт	FOX LAWN	THOM	JAMM ELECTRIC
Type of Work		PAINT ST	RIPING	LANDSCAPING	EARTH WORK	DETECTOR LOOP
Subcontract Price			3400.0	26900.0	284100.0	18900.0
Amount Uncompleted			3400.0	26900.0	94700.0	18900.0
Subcontractor				GAFFNEY'S PMI	SUPERIO ROAD STRIPING	WORK ZONE SAFETY/ TRAFFIC CONTROL
Type of Work				ELECTRICAL	THERMO STRIPING	TRAFFIC CONTROL
Subcontract Price				1269700.0	8200.0	84500.0
Amount Uncompleted				130300.0	8200.0	84500.0
Subcontractor				TRINE CONSTRUCTION	WHEATON TRENCHING	VIRGIL COOK
Type of Work		, i		UNDERGROUND	UNDERGROUND	ELECTRIC
Subcontract Price				178700.0	144900.0	22100.0
Amount Uncompleted				42600.0	19000.0	22100.0
Subcontractor		l <u></u>			ELMUND & NELSON	NATIONAL POWER RODDING
Type of Work					ELECTRICAL	POWER RODDING
Subcontract Price					76900.0	22700.0
Amount Uncompleted					50200.0	22700.0
Subcontractor				_	FOX LAWN	QUALITY SAW & SEAL
Type of Work					LANDSCAPING	RUMBLE STRIP
Subcontract Price					42500.0	2600.0
Amount Uncompleted	-			_	38700.0	2600.0
Subcontractor						
Type of Work						
Subcontract Price						
Amount Uncompleted						
Subcontractor						
Type of Work						
Subcontract Price						
Amount Uncompleted						-
Total Uncompleted	0.0		3400.0	199800.0	210800.0	150800.0

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

Subscribed and sworn to before me

this 4th	day of N	IAY, 2009).	
\ .		2 11	7	<i>3</i> .
WW	Z	- 1	Buch	ROST
	Nota	ry Public		

My commission expires: DEC 27,2011

(Notary Seal) "OFFICIAL SEAL"
TERI L. WICKERT
Notary Public, State of Illinois
My commission expires 12/27/11

Type or Print Name CASS W. PRICE, VICE PRESIDENT
Officer or Director Title

Company GENEVA CONSTRUCTION COMPANY

Address P.O. BOX 998

AURORA, IL. 60507

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

	5	6	7	8	Awards Pending
Subcontractor	J&S CONSTRUCTION	SUPERIO ROAD STRIPING	TRAFFIC CONTR & PROTECTION	NAFISCO	VIRGIL COOK
Type of Work	UNDERGROUND	THERMO STRIPING	TRAFFIC CONTROL	SIGNS / TRAFFIC CONTROL	ELECTRIC
Subcontract Price	312600.0	41500.0	26400.0	7200.0	37300.0
Amount Uncompleted	97700.0	39500.0	26400.0	7200.0	37300.0
Subcontractor	VIRGIL COOK	WESTERN REMAC	VIRGIL COOK	MARK-IT	SUPERIOR ROAD STRIPING
Type of Work	ELECTRICAL	SIGNS	ELECTRICAL	THERMO STRIPING	STRIPING
Subcontract Price	347800.0	43000.0	225300.0	11000.0	56900.0
Amount Uncompleted	319600.0	36100.0	225300.0	11000.0	56900.0
Subcontractor	WORK ZONE SAFETY	HERLIHY	AC PAVEMENT STRIPING	FOX LAWN	TRAFFIC CONTR & PROTECTION
Type of Work	SIGNS / TRAFIC CONTROL	CONCRETE STRUCTURES	STRIPING	LANDSCAPING	TRAFFIC CONTROL
Subcontract Price	16600.0	209800.0	21100.0	5600.0	13000.0
Amount Uncompleted	12400.0	181800.0	21100.0	5600.0	13000.0
Subcontractor	MARK-T	TRAFFIC CONTR & PROTECTION	NOEL RAMOS CONSTRUCTION		
Type of Work	STRIPING	TRAFFIC CONTROL	LANDSCAPING		
Subcontract Price	7400.0	107900.0	98900.0		
Amount Uncompleted	7400.0	93300.0	98900.0		
Subcontractor	FOX LAWN CARE	RA SEATON	CENTRAL SUBURBAN		
Type of Work	LANDSCAPING	LANDSCAPING	UNDERGROUND	·	
Subcontract Price	51500.0	110700.0	74400.0		
Amount Uncompleted	42200.0	59400.0	74400.0	_	
Subcontractor		CENTRAL SUBURBAN	GEOMAT		
Type of Work	·	UNDERGROUND	SRCCT	_	
Subcontract Price		1127600.0	5700.0		
Amount Uncompleted		442200.0	5700.0		
Subcontractor		J&S CONSTRUCTION		-	
Type of Work		EXCAVATION			
Subcontract Price		376000.0			
Amount Uncompleted		144700.0			
Total Uncompleted	479300.0	CONTINUED	451800.0	23800.0	107200.0

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

Subscribed and sworn to before me this 4th day of MAY, 2009. Type or Print Name CASS W Signed My commission expires: DEC 27,2011 Company GENEVA CONSTRUCTION COMPANY

(Notary Seal)

"OFFICIAL SEAL" TERI L. WICKERT Notary Public, State of Illinois My commission expires 12/27/11

Address P.O. BOX 998 **AURORA, IL. 60507**

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

	cribed in Part I, list all ti	6	7	8	Awards Pending
Subcontractor		TRI-TECH ELECTRIC			
Type of Work		ELECTRICAL LIGHTING			
Subcontract Price		830500.0			
Amount Uncompleted		830500.0			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor			-		
Type of Work			-		
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					_
Subcontract Price					
Amount Uncompleted	·		 		
Subcontractor		_			
Type of Work					
Subcontract Price					•
Amount Uncompleted					
Subcontractor					
Type of Work				-	
Subcontract Price					
Amount Uncompleted					
Subcontractor	-				
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.0	1827500.0	0.0	0.0	

Subcontract Price				ĺ	Ī
Amount Uncompleted		-			
Total Uncompleted	0.0	1827500.0	0.0	0.0	0.0
I, being duly swom, do the undersigned for Fec yet awarded or rejected	ieral, State, County, C	ity and private work, I			
Subscribed and swom to be	efore me				
his 4th day of MAY, 20	009.			1	
P 18		Type or Print Name	CASS W./PRICI	E, // VICE	PRESIDENT
Notary Pub	Months III	Signed	Officer of Dir	rector	Title
My commission expires:	DEC 27,2011		(
		Company	GENEVA CONST	RUCTION COMP.	ANY
Notary Seal "OFFI	CIAL SEAL"	Address	P.O. BOX 998		
Notary Pub	L. WICKERT blic, State of Illinois	}	AURORA, IL. 60	507	
My commiss	ion expires 12/27/11	3			
4,3000					

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

<u>.</u>	9	10	11	12	Awards Pending
Subcontractor	ROAD FABRICS			FOX LAWN CARE	
Type of Work	SRCCT			LANDSCAPING	
Subcontract Price	10600.0			30900.0	
Amount Uncompleted	10600.0			30900.0	
Subcontractor				GEOMAT	
Type of Work				ARCCT	
Subcontract Price				58200.0	
Amount Uncompleted				58200.0	
Subcontractor	-			NAFISCO	
Type of Work				TRAFFIC CONTROL	
Subcontract Price				4600.0	
Amount Uncompleted				4600.0	
Subcontractor				SUPERIO ROAD STRIPING	
Type of Work				STRIPING	
Subcontract Price		<u> </u>		10300.0	
Amount Uncompleted		_		10300.0	
Subcontractor				WHEATON TRENCHING	
Type of Work				UNDERGROUND	
Subcontract Price		,		52000.0	
Amount Uncompleted				52000.0	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					:
Total Uncompleted	10600.0	0.0	0.0	156000.0	0.0

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

Subscribed and sworn to before me	
this 4th day of MAY, 2009.	1
17	Type or Print Name CASS W. PRICE, // VICE PRESIDENT
Du Z- While	Officer or Director Title
Notary Public	Signed / / L
My commission expires: DEC 27,2011	C
	Company GENEVA CONSTRUCTION COMPANY
(Notary Seal) "OFFICIAL SEAL"	Address P.O. BOX 998
TERI L WICKERT Notary Public, State of Illinois Notary Public system 12/27/11	AURORA, IL. 60507
Notary Public, State of My commission expires 12/27/11	}

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

	13	14	15	16	Awards Pending
Subcontractor	MARK-T	VIRGIL COOK	WORK ZONE SAFETY	FOX LAWN / GEOMAT	
Type of Work	STRIPING	DETECTOR LOOP	TRAFFIC CONTROL	RESTORATION/SRC C	
Subcontract Price	16600.0	7400.0	1000.0	134900.0	
Amount Uncompleted	16600.0	7400.0	1000.0	134900.0	
Subcontractor		NAFISCO		WORK ZONE SAFETY	
Type of Work		TRAFFIC CONTROL		TRAFFIC CONTROL	
Subcontract Price		25900.0		170800.0	•
Amount Uncompleted		25900.0		170800.0	
Subcontractor		SUPERIOR ROAD STRIPING		J&S	
Type of Work		STRIPING		UNDERGROUND	
Subcontract Price		48300.0		607400.0	
Amount Uncompleted		48300.0		607400.0	
Subcontractor				MAINTENANCE	
Type of Work				STRIPING	
Subcontract Price				49700.0	
Amount Uncompleted				49700.0	
Subcontractor				REMPE SHARPE	
Type of Work				SURVEY	
Subcontract Price				29300.0	
Amount Uncompleted				29300.0	
Subcontractor				SILT STOPPERS	•
Type of Work				EROSION CONTROL	
Subcontract Price				29000.0	
Amount Uncompleted				29000.0	
Subcontractor				THORNE ELECTRIC	
Type of Work	-			ELECTRICAL	
Subcontract Price				678800.0	
Amount Uncompleted				678800.0	
Total Uncompleted	16600.0	81600.0	1000.0	1699900.0	0.0

I, being duly swom, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the

undersigned for Federal, State, County, City awarded or rejected and ALL estimated con	and private work, including ALL subcontract work, ALL pending low bids not yet pletion dates	
Subscribed and sworn to before me		
this 4th day of MAY, 2009.	Type or Print Name CASS W. PRICE, VICE PRESIDENT	
What Notary Public	Officer or Director Title Signed	
My commission expires: DEC 27,2011		
	Company GENEVA CONSTRUCTION COMPANY	
(Notary Seal) "OFFICIAL SEAL"	Address P.O. BOX 998	
TERI L WICKERT	AURORA, IL. 60507	
Notary Public, State of Illin My commission expires 12/27	111	



Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

Bond No.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Geneva Construction Company, P.O. Box 998, Aurora, IL 60507, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto Village of Downers Grove as Obligee, (hereinafter called the "Obligee"), in the sum of Five Percent of the amount of the bid (5%) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Bid No. ST004B-0210 Fixed Project - 2010 Resurfacing (B)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 4th day of May A.D., 2010.

By Cass Price, Vice President
FIDELPTY AND DEPOSIT COMPANY OF MARYLAND

Surety
Witness

By Witness

By Cass Price, Vice President
FIDELPTY AND DEPOSIT COMPANY OF MARYLAND

Surety

Size (SEAL)

C325-150M,

Approved by The American Institute of Architects,

A.I.A. Document No. A-310 February 1970 Edition.



THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND

We are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

Disclosure of Terrorism Premium

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is \$_waived_. This amount is reflected in the total premium for this bond.

Disclosure of Availability of Coverage for Terrorism Losses

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

Disclosure of Federal Share of Insurance Company's Terrorism Losses

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after a insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year.

Definition of Act of Terrorism

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

- 1. to be an act of terrorism;
- 2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
- 3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United 17 States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
- 4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

These disclosures are informational only and do not modify your bond or affect your rights under the bond.

Copyright Zurich American Insurance Company 2003

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint Brian V. KONEN, Jerry S. KNUDTSON and Terry P. KARTTY LISEB, all of Augora, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seahand dolliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds of undertakings in pursuance of these presents, shall be as binding upon said Company, as finds and amply its all butents and purposes, as if they had been duly executed and acknowledged by the regularity elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Brian V. Konen, Jerry S. Knudtson, Terry P. Kartheiser, dated April 25, 2002

The said Assistant Secretary class Hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of July, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Rarnes A

crotan

William J. Mills

Vice President

State of Maryland City of Baltimore ss:

On this 14th day of July, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify—that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

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

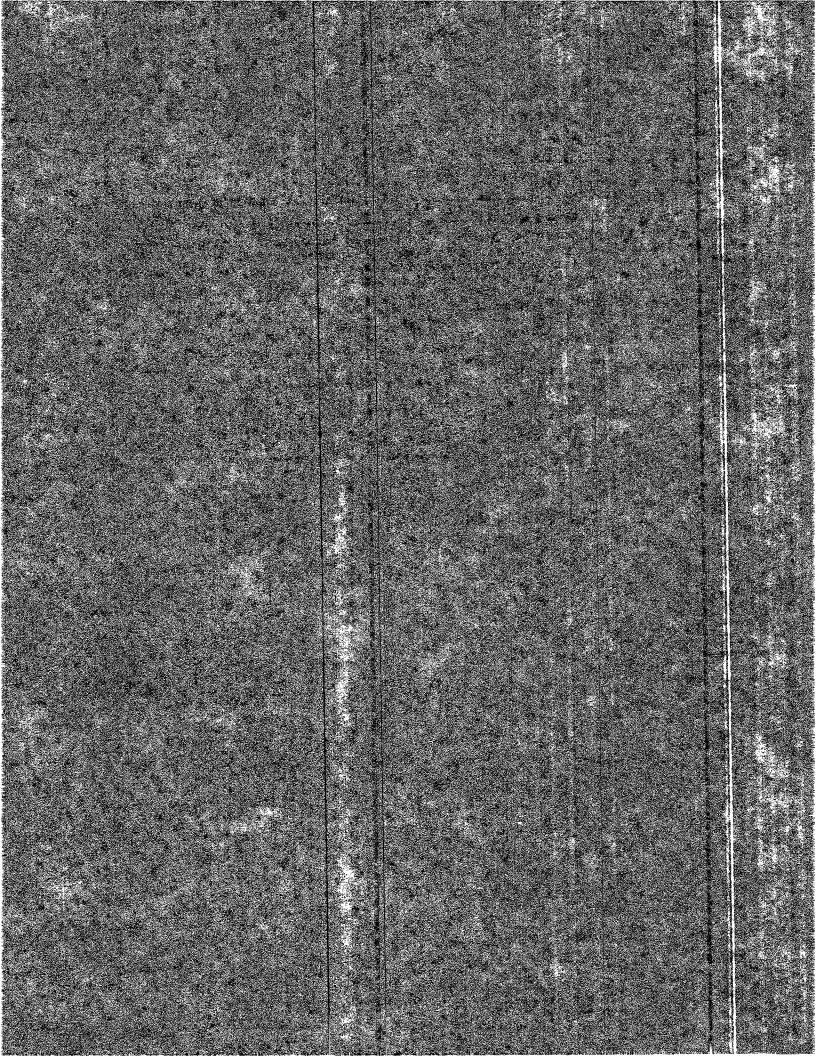
RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this	4th	day of	May	<u> </u>	

Assistant Secretary

State Of	~	
Sandra L. Marchesi I,	an V. Konen	ublic in and for the County, in the State
Attorney-in-Fact of the Fidelity and Deposit Com this day and acknowledged that he signed, seal Attorney-in-Fact of the Fidelity and Deposit Com Deposit Company of Maryland, for uses and put	ed and delivered the foregoing ins pany of Maryland, and as the free	strument as his free and voluntary act as
Given under my hand and notarial seal this	4th May	2010
·	Sandra d	P. Marchesi
BR(36)17 REV.09/1998	OFFICIAL SEA SANDRA L. MARC NOTARY PUBLIC, STATE My Commission Expires	HESI



Project Addendum #1

2010 Resurfacing (B) Bid Number ST004B-0210

Receipt of Acceptance

CHANGE: An existing typo has been discovered on the Schedule of Prices, page 53 of 65. The Unit of measure for item #31, INLET, TYPE B, 36" WITH TYPE 3 FRAME AND GRATE is incorrectly listed as L.F. The Unit shall be paid as EA. or Each. Please note the change and bid accordingly.

The undersigned hereby agrees to the terms of Addendum #1 for the Village of Downers Grove 2010 Resurfacing (B), Bid # ST004B-0210.

Bid submittal will only be considered if the following two items are completed before bids are due:

1.) By signature and immediate Facsimile of this cover sheet to 630-434-5495.

2.) With this faxed document signed and included in your bid proposal package. CASS W. PRICE, VICE PRESIDENT
Name
GENEVA CONSTRUCTION CO.
Company
4-29-10
Date