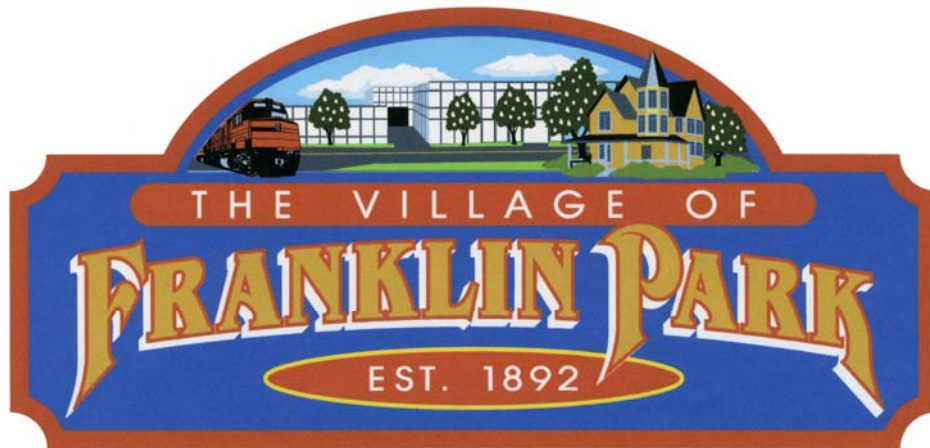


THE VILLAGE OF FRANKLIN PARK
SPECIFICATIONS
FOR
2011 50/50 SIDEWALK PROGRAM



**PROJECT MANUAL FOR
50/50 SIDEWALK PROGRAM**

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SECTION 00030

ADVERTISEMENT FOR BIDS

THE VILLAGE OF FRANKLIN PARK

PROJECT: **50/50 Sidewalk Program** consists of the removal and replacement of concrete curbs, concrete gutters, combination curb and gutter, concrete sidewalks, and concrete street repairs, placed on earth or other subgrade at locations designated by the Village.

BID DEADLINE: **Friday, July 15, 2011, 10:00 a.m. LOCAL TIME** The Village reserves the right to extend the Bid Deadline from this date and time to accept Bids submitted after the Bid Deadline, as the Village, in its sole discretion, determines is in the best interest of the Village.

NOTICE: Sealed proposals for the **50/50 SIDEWALK PROGRAM** will be received by The Village of Franklin Park, Illinois, **at the office of the Village Clerk, 9500 Belmont Avenue, Franklin Park, Illinois 60131**, until the Bid Deadline. Immediately thereafter, the proposals will be publicly opened and read aloud. Notwithstanding the foregoing, the Village reserves the right to defer, postpone, delay, or reschedule the Bid Opening for such time and to such date as the Village, in its sole discretion, determines is in the best interest of the Village.

BID SECURITY: Bid Security in the amount of not less than five (5) percent of the Bid shall accompany each Bid in the form of bid bond, cash, certified check, cashier's check or draft payable to The Village of Franklin Park.

CONTRACT SECURITY: The Bidder to whom a Contract is awarded shall be required to furnish either both a Performance Bond and a Payment Bond or an Irrevocable Letter of Credit acceptable to the Village for 100 percent of the Contract Price, in accordance with the requirements of the Contract Documents.

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

WAGE RATES AND INSURANCE: The successful Bidder will be required to furnish certificates and policies of insurance as required by Part 2, Section 2.8 of the Contract. **CONTRACTORS** must provide Certified Monthly Payroll Reports showing compliance with the State's current Prevailing Wage Ordinance.

CONTRACT DOCUMENTS: The Bidding Documents may be obtained at the office of the Director of Inspectional Services, 9500 Belmont Avenue, Franklin Park, Illinois. .

**PUBLISHED BY THE AUTHORITY OF THE VILLAGE OF FRANKLIN PARK, ILLINOIS,
COOK COUNTY Published: Thursday, June 30, 2011**

SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1. **Defined Terms.**

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to the OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

ARTICLE 2. **Copies of Bidding Documents.**

2.1 Complete sets of the Bidding Documents may be obtained from the office of the Inspectional Services Department, 9500 Belmont Avenue, Franklin Park, Illinois.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor OWNER'S REPRESENTATIVE assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER and OWNER'S REPRESENTATIVE in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. **Determination of Responsible Bidders.**

3.1 In determining which bidder is a "responsible bidder" for a competitive construction contract in excess of \$20,000.00, a bidder must comply with the following, and submit acceptable evidence of such compliance, in addition to any other requirement as determined from time to time by the Village for the specific type of work to be performed or unless such different criteria for determining a responsible bidder for a particular project has been determined or a different standard or guideline is required by law, established by a state or federal agency or pursuant to a grant requirement:

3.1.1. Compliance with all applicable laws prerequisite to doing business in the State of Illinois and the Village;

3.1.2. Evidence of compliance with all applicable federal and state laws, as from time to time amended and supplemented;

3.1.3. Proof of insurance indicating compliance with minimum insurance coverage limits established by the Village, including but not limited to such applicable coverage in the following categories: general liability, worker's compensation, operations, product liability, automobile or professional liability;

- 3.1.4. Certification to comply with all applicable provisions of the Illinois Prevailing Wage Act for those projects meeting the definitions of the construction of public works, as from time to time supplemented and amended;
- 3.1.5. Certification that the bidder is not barred from bidding or contracting with the State of Illinois or Village;
- 3.1.6. Evidence that the bidder has the financial ability, experience and equipment to discharge contractual obligations in accordance with expectations and demands of the project;
- 3.1.7. No delinquency in payment to the Village of any funds due;
- 3.1.8. Submission of no less than three (3) references on projects of a similar nature performed in the past five (5) years, including but not limited to the name, address and telephone number of the contact person having knowledge of the project along with references with the knowledge of the integrity and business practice of the bidder;
- 3.1.9. Ability to obtain performance bonds from a credible surety company; or
- 3.1.10. For such contract award in an amount greater than \$500,000.00, proof of participation or active participation in an apprenticeship or training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training by bidder for work contemplated under the contract.
- 3.1.11. The names and technical experience of personnel guaranteed to be employed in the responsible charge of the Work stating whether the personnel have or have not performed satisfactorily on other Contracts of like nature and magnitude or comparable difficulty at similar rate of progress.
- 3.1.12. Such additional information as will assist OWNER in determining whether the Bidder is adequately prepared to fulfill the Contract.
- 3.2. The object of the request for the qualification of Bidder is not to discourage bidding or make it difficult for qualified Bidders to file Bids. Neither is it intended to discourage beginning Contractors. It is intended to make it possible for OWNER to have exact information on financial ability, equipment, and experience in order to reduce the hazards involved in awarding Contracts to parties who may not be qualified to perform the Work as specified.
- 3.3. OWNER'S decision as to qualification of the Bidder shall be final. In no way shall the failure by Village staff or the Corporate Authorities to consider any or all of the above referenced guidelines or to verify same invalidate an award or inhibit the discretion of the Corporate Authorities.

ARTICLE 4. Examination of Contract Documents and Site.

- 4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with location conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider Federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify OWNER'S REPRESENTATIVE of all conflicts, errors or discrepancies in the Contract Documents.
- 4.2. Reference is made to the Supplementary Conditions for identification of:
- 4.2.1. If undertaken, those reports of explorations and tests of subsurface conditions at the site which have been utilized by OWNER'S REPRESENTATIVE in preparation of the Contract documents. Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.
- 4.2.2. Those drawings of physical conditions in or relating to existing surface or subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by OWNER'S REPRESENTATIVE in preparation of the Contract Documents. Bidder may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction.
- Copies of such reports and drawings will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which Bidder is entitled to rely as provided in Paragraphs 4.2.2. are incorporated therein by reference. Such technical data has been identified and established in the Supplementary Conditions.
- 4.3. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and OWNER'S REPRESENTATIVE by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions, and possible changes in the other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.02.and 4.03. of the General Conditions.
- 4.5. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its Bid for

performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 4.6. On request in advance, OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.7. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 4.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5. Interpretations and Addenda.

- 5.1. All questions about the meaning or intent of the Contract Documents are to be directed in writing to OWNER'S REPRESENTATIVE. Interpretations or clarifications considered necessary by OWNER'S REPRESENTATIVE in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by OWNER'S REPRESENTATIVE as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will not be given except as part of any pre-bid conference, or, if given, will be without legal effect.
- 5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or OWNER'S REPRESENTATIVE.

ARTICLE 6. Bid Security.

- 6.1. Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of the Bidder's maximum Bid price and in the form of a bond, cash, certified check, cashier's check or draft payable to The Village of Franklin Park.
- 6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and

deliver the Contract and furnish the required contract security within ten days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the Effective Date of the Contract, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

ARTICLE 7. Contract Time.

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Contract.

ARTICLE 8. Liquidated Damages.

Provisions for liquidated damages are set forth in the General or Supplementary Conditions, Bid Form and Contract.

ARTICLE 9. Substitute or "Or-Equal" Items.

The Contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to OWNER'S REPRESENTATIVE application for such acceptance will not be considered by OWNER'S REPRESENTATIVE until after the Effective Date of the Contract. The procedure for submission of any such application by CONTRACTOR and consideration by OWNER'S REPRESENTATIVE is set forth in Paragraph 6.05 of the General Conditions and may be supplemented in the General Requirements.

ARTICLE 10. Subcontractors, Suppliers and Others.

10.1 If OWNER requests the identity of any Subcontractors, Suppliers, or other persons or organizations to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Contract, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by OWNER. If OWNER or OWNER'S REPRESENTATIVE after due investigation have reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute in which case the apparent Successful Bidder shall submit an acceptable substitute, that Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and OWNER may consider such price adjustment in evaluating Bids and making the contract award.

If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER or OWNER'S REPRESENTATIVE does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and OWNER'S REPRESENTATIVE subject to revocation of such acceptance after the Effective Date of the Contract as provided in Paragraph 6.06.B. of the General Conditions.

10.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER'S written consent.

10.3. No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

ARTICLE 11. Bid Form.

11.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from OWNER'S REPRESENTATIVE (or the issuing office).

11.2. All blanks on the Bid Form must be completed in ink or by typewriter.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. All names must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7. The address and telephone number for communications regarding the Bid must be shown.

ARTICLE 12. Submission of Bids.

Bids shall be submitted at the time and place indicated in, and according to, the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other

delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

ARTICLE 13. Modification and Withdrawal of Bids.

13.1. Bids may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids any time prior to opening of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.

13.2. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

13.3. After the Bid opening, no Bid may be modified, withdrawn, or canceled by the Bidder during the time period noted in Article 15 without consent of the OWNER.

13.4. Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 14. Opening of Bids.

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

ARTICLE 15. Bids to Remain Subject to Acceptance.

All bids will remain subject to acceptance for thirty days after the date of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

ARTICLE 16. Award of Contract.

16.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard of criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2. In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.

16.3. OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

16.5. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interest of the Project.

16.6. If the contract is to be awarded, OWNER will give the successful Bidder a Notice of Award within thirty days after the day of the Bid opening.

16.7. OWNER reserves the right to reject any and all bids for the project.

ARTICLE 17. Contract Security.

Paragraphs 5.01.A., and 5.01.B. of the General Conditions and the Supplementary Conditions set forth OWNER'S requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Contract to OWNER, it must be accompanied by the required performance and payment Bonds or cash, certified check payable to The Village of Franklin Park or an Irrevocable Letter of Credit for 100 percent of the Contract Price.

ARTICLE 18. Signing of Contract.

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract with all other written Contract Documents attached. Within ten days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Contract and attached documents to OWNER with the required Bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

ARTICLE 19. Wage Rates.

Each CONTRACTOR or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment Insurance of both the State and Federal government. There shall be paid each employee engaged in Work under this Contract at the site of the Project, no less than the minimum wage for the classifications of labor employed in compliance with Chapter 48, Section 39s of the Illinois State Statutes regarding "General Prevailing Hourly Rates," a copy of the latest edition of which is hereinafter included.

CONTRACTOR shall make his own investigation locally and satisfy himself as to availability of labor.

ARTICLE 20. Sales and Use Taxes.

OWNER is exempt from Illinois State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price.

ARTICLE 21. Equal Employment Opportunity Requirements.

21.1. In connection with the performance of Work under this Contract CONTRACTOR agrees, and shall require his subcontractors to agree, not to discriminate against or intimidate any employee or applicant for employment because of race, color, creed, sex, religion, physical or mental handicap unrelated to ability.

21.2. In connection with the performance of Work under this Contract, CONTRACTOR agrees, and shall require his subcontractors to agree, to conform to the Rules and Regulations of the Illinois Fair Employment Practices Commission in effect on the date of Bid submission.

ARTICLE 22. Certification.

Bidder shall, at the time of the submission of Bid, and as part of the Bid, provide a certification as required by Public Act 85-1295 to the fact that the Bidder is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of said Act.

ARTICLE 23. Miscellaneous.

All persons, firms and corporation proposing to do business with The Village of Franklin Park are required, as part of the bidding proposal, to furnish the following information to the Village in writing (the term "applicant" as used herein shall mean any person, firm or corporation proposing to enter into a Contract or to do business with The Village of Franklin Park):

23.1. If the applicant is a corporation, the application must be accompanied by a resolution of the corporation authorizing the execution and submittal of the instant application. In addition, the application shall indicate on its face the names of all directors and corporate officers of the corporation and also the names of all shareholders who own individually or beneficially 10% or more of the outstanding stock of the corporation.

23.2. If the applicant is a general partnership, the application shall contain a list of all general partners who have a 10% or greater individual or beneficial interest in the partnership.

23.3. If the applicant is a limited partnership, the application shall contain a list of all the names of general partners and names of all limited partners having a 10% or greater individual or beneficial interest in the partnership.

23.4. If the applicant is a land trust or any other trust, the application shall contain the names and addresses of all beneficiaries of the trust together with their respective

interests in the trusts. The application shall be further verified by the applicant in his capacity of trustee or by the beneficiary as a beneficial owner of an interest in the trust and the application shall be signed individually by as many beneficiaries as are necessary to constitute greater than 50% ownership of the beneficial interest of the trust.

23.5. A statement setting forth the type and nature of any relationship or business between the applicant as hereinbefore defined and The Village of Franklin Park or any of the boards, committees or commissions.

The forgoing information will become part of any Contract entered into with The Village of Franklin Park.

* * * END OF SECTION * * *

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

50/50 SIDEWALK REPLACEMENT PROGRAM

THIS BID IS SUBMITTED TO:

The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract time indicated in his Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance as outlined in the Instructions to Bidders after the day of Bid opening. Bidder will sign and submit the Contract with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that:
 - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

NUMBER

- b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02.C of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
- d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as BIDDER considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data we or will be required by BIDDER for such purposes.

- e. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.
 - f. BIDDER has correlated the results of all such observations examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - g. BIDDER has given OWNER'S REPRESENTATIVE written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER'S REPRESENTATIVE is acceptable to BIDDER.
 - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work for the following price(s):

BID SCHEDULE

The following items shall be furnished and installed complete as specified. Measurement and Payment Requirements are contained in Sections 01010 and 01025.

BID SCHEDULE FOR 50/50 SIDEWALK REPLACEMENT PROGRAM

| <u>No.</u> | <u>ITEM</u> | <u>UNIT</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL AMOUNT</u> |
|-------------------------|----------------------------|--------------------|------------------------|--------------------------|----------------------------|
| 1. | REMOVAL OF SIDEWALK | SF | 10000 | \$ _____ | \$ _____ |
| 2. | PLACEMENT OF SIDEWALK | SF | 10000 | \$ _____ | \$ _____ |
| 3. | REMOVAL OF CURB & GUTTER | FT | 1200 | \$ _____ | \$ _____ |
| 4. | PLACEMENT OF CURB & GUTTER | FT | 1200 | \$ _____ | \$ _____ |
| Total Bid Amount | | | | | \$ _____ |

5. BIDDER agrees that the Work will be substantially complete by _____, and completed and ready for final payment by _____.

Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work on time.

Owner reserves the right to reject any Bid in which all of the items in the Bid are not properly filled out.

6. The following documents are attached to and made a conditions of this Bid:

- a. Required Bid Security in the form of _____

(Contract Security as identified in Advertisement for Bids)

in the amount of _____

(Dollars or Percent)

- b. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid in accordance with state laws applicable where the Work is to be performed.
c. Statement of the Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to the award of the Contract.

7. Communications concerning this Bid shall be addressed to the Bidder as indicated below:

NAME: _____

ADDRESS: _____

STATE: _____

TELEPHONE NO: _____

8. The terms used in the Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

9. _____, having submitted a bid on a contract
(Name of Contractor)

for the **50/50 SIDEWALK REPLACEMENT PROGRAM**, as generally described in the Advertisement for Bids, to The Village of Franklin Park hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

BY: _____
Authorized Agent of Contractor

Subscribed and sworn to before me
this ____ day of _____, 20__.

Notary Public

SUBMITTED ON _____, 20__.

CONTRACTOR'S LICENSE NO. _____

I hereby certify that, as Bidder, I/We have examined and carefully prepared this Bid from the Bidding Documents and have checked the same in detail before submitting this Bid, and that all statements herein are made on behalf of:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as: _____

Business address: _____

Phone No.: _____

Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Sworn and subscribed to before me this _____, day of
_____, 20__.

Notary or other officer authorized to administer oaths

My commission expires: _____

(Bidders should not add any conditions or qualifying statements to this Bid as otherwise the Bid may be declared irregular as being not responsive to the advertisement. **BIDDERS SHALL USE THIS BID FORM IN SUBMITTING THEIR BIDS.**)

SECTION 00500

CONTRACT

THIS CONTRACT is dated as of the _____ day of _____ in the year 20___, by and between THE VILLAGE OF FRANKLIN PARK, ILLINOIS (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Franklin Park 50/50 Sidewalk Replacement Program

ARTICLE 2 - OWNER'S REPRESENTATIVE

The Project has been developed by The Village of Franklin Park Inspectional Services Department. The Village of Franklin Park Director of Inspectional Services or his designee is hereinafter called OWNER'S REPRESENTATIVE and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to OWNER'S REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The Work will be substantially completed by _____, and completed and ready for final payment in accordance with paragraph 14.07.B.1 of the General Conditions by _____.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence on this Contract and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12.02 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Five Hundred Dollars (\$500.00)** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Two Hundred Dollars (\$200.00)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.
- 3.3 The CONTRACTOR agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of The Village of Franklin Park

or any of its representatives and agrees that any subject claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as shown on the attached Schedule of Prices from The Village of Franklin Park 50/50 SIDEWALK REPLACEMENT PROGRAM and as accepted by OWNER.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for payment will be processed by OWNER'S REPRESENTATIVE as provided in the General Conditions.

- 5.1 Progress Payments. OWNER will make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by OWNER'S REPRESENTATIVE. All progress payments will be on the basis of the progress of Work measure by the schedule of values provided for in the General Conditions and the Supplementary Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by OWNER'S REPRESENTATIVE as provided in said paragraph 14.07.B.1.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

- 6.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, with the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.
- 6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.6 CONTRACTOR has given OWNER'S REPRESENTATIVE written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER'S REPRESENTATIVE is acceptable to CONTRACTOR.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Contract
- 7.2 Contract Security
- 7.3 General Conditions
- 7.4 Supplementary Conditions
- 7.5 Project Specifications
- 7.6 Drawings
- 7.7 Addenda
- 7.8 Instructions to Bidders
- 7.9 Advertisement for Bids
- 7.10 CONTRACTOR'S Bid
- 7.11 Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.12 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.
- 7.13 Wage Rates

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

ARTICLE 8 -

MISCELLANEOUS

8.1 Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.4 _____
having executed a contract for the **50/50 SIDEWALK REPLACEMENT PROGRAM** with The Village of Franklin Park, hereby certifies that said contractor is not barred from executing said contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and OWNER'S REPRESENTATIVE. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by OWNER'S REPRESENTATIVE on their behalf.

This Contract will be effective on _____, 20____.

OWNER
THE VILLAGE OF FRANKLIN PARK

CONTRACTOR

BY

BY

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest

Attest

ADDRESS FOR GIVING NOTICES:

ADDRESS FOR GIVING NOTICES:

9500 BELMONT AVENUE

FRANKLIN PARK, ILLINOIS 60131

LICENSE NO.

(IF REQUIRED BY STATE OR MUNICIPAL LAW)

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative

PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):**

DOCUMENT 00700

GENERAL CONDITIONS - EJCDC

1.1 GENERAL CONDITIONS

- A. EJCDC No. C-700 (2002 Edition) - Standard General Conditions of the Construction Contract, is the General Conditions of the Contract.

1.2 SUPPLEMENTARY CONDITIONS

- A. Refer to Document 00800 for amendments and supplements to General Conditions.

END OF DOCUMENT

SECTION 00800

SUPPLEMENTARY CONDITIONS

GENERAL

The following supplements shall modify, change, delete from and add to the "Standard General Conditions of the Construction Contract (EJCDC Document No. C-700, 2002 Edition)." Where any article, paragraph or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph or subparagraph shall remain in effect and the supplementary provisions shall be considered as added thereto. Where any article, paragraph or subparagraph in the General Conditions is amended, voided or superseded, by any of the following paragraphs, the provisions of such article, paragraph or subparagraph not so amended, voided or superseded shall remain in effect.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01.A.2. Amend the definition entitled "Agreement" to read:

"Agreement (Contract) - . . . "

1.01.A.12. Amend the definition entitled "Contract Documents" to read:

"Contract Documents - Agreement, addenda (which pertain to the Contract Documents), Instructions to Bidders, CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Bonds, these General Conditions, Supplementary Conditions, Specifications, and Drawings, together with all Amendments, Modifications and supplements issued pursuant to paragraphs 3.04.A. and 3.04.B. on or after the effective date of the Agreement. Only printed or hard copies of the items listed are Contract Documents."

1.01A.19. Amend the definition entitled "OWNER'S REPRESENTATIVE" to read:

"OWNER'S REPRESENTATIVE – the OWNER'S REPRESENTATIVE of The Village of Franklin Park or his designee."

ARTICLE 2 - PRELIMINARY MATTERS

SC 2.01.A.1. Add a new subparagraph immediately after Paragraph 2.01.A. of the General Conditions which is to read as follows:

"The Agreement, Bonds, and such other portions of the Contract Documents as may be required shall be executed and delivered by CONTRACTOR to OWNER within 10 days after receipt of the Notice of Award. OWNER shall determine the number of counterparts required. OWNER will execute the counterparts. OWNER, CONTRACTOR, and OWNER'S REPRESENTATIVE shall each receive an executed counterpart of the Contract Documents and additional conformed copies distributed as required."

SC 2.01.B. Delete Paragraph 2.01.B. of the General Conditions in its entirety and insert the following in its place:

"Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents."

SC 2.03.A. Delete Paragraph 2.03.A. of the General Conditions in its entirety and insert the following in its place:

"The Contract Time will commence on the date established in the Notice to Proceed issued by OWNER to CONTRACTOR, but in no event shall the Contract Time commence to run later than the 30th day after the effective date of the Contract. A Notice to Proceed may be given at any time within the 30 days after the effective date of the Contract."

SC 2.06.A. Delete Paragraph 2.06.A. of the General Conditions in its entirety and insert the following in its place:

"After delivery of the executed Contract to OWNER, but before CONTRACTOR starts the Work at the site, a conference will be held to establish a working understanding among the parties as to the Work."

Add new subparagraphs immediately after Paragraph SC 2.06.A. which are to read as follows:

SC 2.06.B. The conference will be held at a location selected by OWNER. The conference will be attended by:

SC 2.06.B.1. CONTRACTOR'S Office Representative.

SC 2.06.B.2. CONTRACTOR'S General Superintendent.

SC 2.06.B.3. Any Subcontractors' or Suppliers' representatives whom CONTRACTOR may desire to invite or OWNER'S REPRESENTATIVE may request.

SC 2.06.B.4. OWNER'S Representatives.

SC 2.06.B.5. Local Utilities Representatives.

SC 2.06.C. A suggested format would include, but not be limited to, the following subjects:

SC 2.06.C.1. Discuss proposed construction progress schedule to be submitted by CONTRACTOR in accordance with Section 01300 of the Specifications.

SC 2.06.C.2. Check of required bonds and insurance certifications prior to Notice to Proceed.

SC 2.06.C.3. Liquidated damages.

SC 2.06.C.4. Shop drawing submittal and approval procedure.

- SC 2.06.C.5. Chain of command, direction of correspondence, and coordinating responsibility between CONTRACTORS.
- SC 2.06.C.6. Request for a weekly job meeting for all involved.
- SC 2.06.C.7. Equal opportunity requirements.
- SC 2.06.C.8. Laboratory testing of material requirements.
- SC 2.06.C.9. Inventory of material stored on-site provisions.
- SC 2.06.C.10. Progress estimate and payment procedure.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

- SC 4.02.C. Add a new subparagraph immediately after Subparagraph 4.02.B. of the General Conditions which is to read as follows:

Soils Investigation Report:

C. General

1. A soils investigation report has not been prepared for the site of this work.
2. Bidders should visit the site and acquaint themselves with existing conditions.
3. Prior to bidding, Bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, but such investigations may be performed only under time schedules and arrangements approved in advance by the OWNER'S REPRESENTATIVE.

ARTICLE 5 - BONDS AND INSURANCE

- SC 5.01.A. Delete the first sentence in Paragraph 5.01.A. and insert the following:

"If the CONTRACTOR chooses to supply Performance and Payment Bonds they both must be in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents."

- SC 5.01.C. Add the following language at the end of Paragraph 5.01.C. of the General Conditions:

"In addition, no further progress payments under the Agreement will be made by OWNER until CONTRACTOR complies with the provisions of this Article."

- SC 5.04.A. through 5.06.E. Delete Paragraphs 5.04.A. through 5.06.E. inclusive of the General Conditions and insert the following:

SC 5.04 CONTRACTOR'S Insurance Requirements:

SC 5.04.A. CONTRACTOR shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or subcontractors.

SC 5.04.B. Minimum Scope of Insurance

1. Coverage shall be at least as broad as:
 - a. Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) / and/or OWNERS and CONTRACTORS Protective Liability policy with The Village of Franklin Park stated as named insured; and
 - b. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 "any auto" and endorsement AC 0019 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract; and
 - c. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

SC 5.04.C. Minimum Limits of Insurance

1. CONTRACTOR shall maintain limits **no less** than:
 - a. **Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.**
 - i. Coverages shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the contract)
 - Premises/Operations
 - Products/Completed Operations (to be maintained for two years following final payment)
 - Independent Contractors
 - Personal Injury (with Employment Exclusion deleted)
 - Broad Form Property Damage Endorsement
 - Bodily Injury and Property Damage
 - ii. "X", "C", and "U" exclusions shall be deleted.
 - iii. Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

- b. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage for vehicles owned, not owned, or rented.
- c. Worker's Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 injury per - occurrence, \$500,000 disease - per employee, and \$500,000 disease – policy limit.
- d. Builder's Risk Insurance, written in completed value form, to protect the supplier or vendor and the Village against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the construction, including without limitation fire, extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement, and collapse, and shall be designed for the circumstances that may affect the construction.

This insurance shall be written with limits not less than the insurable value of the project at completion. The insurable value shall include the aggregate value of City-furnished equipment and materials to be constructed or installed by the supplier or vendor.

This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the project is completed, but prior to final payment. This insurance shall include coverage while the City is occupying all or any part of the project prior to final payment without the need for the insurance company’s consent.

SC 5.04.D.

Deductibles and Self-Insured Retentions

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

SC 5.04.E.

Other Insurance Provisions

- 1. The policies are to contain, or be endorsed to contain, the following provisions:
 - a. General Liability and Automobile Liability Coverages
 - i. The Village of Franklin Park, including its Board of Trustees Members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, are to be covered as insureds as respects: liability arising out of activities performed

by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to The Village of Franklin Park, its agents, employees or volunteers.

- ii. The CONTRACTOR'S insurance coverage shall be primary as respects The Village of Franklin Park, including its Board of Trustees Members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives. Any insurance or self-insurance maintained by The Village of Franklin Park, its agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to The Village of Franklin Park, including its Board of Trustees Members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.
- iv. Coverage shall state that CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v. All CONTRACTOR'S employees shall be included as insureds.
- vi. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against The Village of Franklin Park, its agents, employees and volunteers for losses arising from work performed by CONTRACTOR for The Village of Franklin Park.

- vii. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to The Village of Franklin Park.

- b. Owner's and Contractor's Protective Liability Insurance, in the name of the City with a combined single limit for the bodily injury and property damage of not less the amount required by the Village President. This requirement shall apply to construction projects.
- c. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy

exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

SC 5.04.F. Acceptability of Insurers

1. **Insurance is to be placed with insurers with a Best's rating of no less than B+.**

SC 5.04.G. Verification of Coverage

1. CONTRACTOR shall furnish The Village of Franklin Park with certificates of insurance naming The Village of Franklin Park as an additional insured, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Franklin Park and are to be received and approved by The Village of Franklin Park before any work commences. The Village of Franklin Park reserves the right to request full certified copies of the insurance policies.
2. CONTRACTOR shall furnish The Village of Franklin Park with evidence that the Worker's Compensation and Employer's Liability Insurance provides coverage in the State of Illinois.

SC 5.04.H. Subcontractors

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

SC 5.04.I. Indemnity Hold Harmless Provision

1. To the fullest extent permitted by law, the CONTRACTOR hereby agrees to defend, indemnify and hold harmless The Village of Franklin Park, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against The Village of Franklin Park, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the CONTRACTOR, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of The Village of Franklin Park, its agents or employees, 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 connections therewith, and, if any judgment shall be rendered against The Village of Franklin Park, its officials, agents and employees, in any such action, the CONTRACTOR shall, at its own expense, satisfy and discharge the same.
2. CONTRACTOR expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the CONTRACTOR, shall in no way limit the responsibility to indemnify,

keep and save harmless and defend The Village of Franklin Park, its officials, agents and employees as herein provided.

3. The CONTRACTOR further agrees that to the extent that money is due the CONTRACTOR by virtue of this Contract as shall be considered necessary in the judgment of The Village of Franklin Park, may be retained by The Village of Franklin Park to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of The Village of Franklin Park.

SC 5.07.A Delete Subparagraph 5.07.A. of the General Conditions in its entirety and insert the following:

"OWNER and CONTRACTOR intend that any policies provided in response to this document shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by any Subcontractor, CONTRACTOR will obtain the same."

SC 5.07.B. Delete Subparagraph 5.07.B. of the General Conditions in its entirety and insert the following:

"OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs in this document and any other property insurance applicable to the work, and also waive all such rights against the Subcontractors, and all other parties named as insureds in such policies for losses and damages so caused. As required by paragraph 6.11., each Subcontractor between CONTRACTOR, and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, and all other parties names as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued."

SC 5.08. through 5.09.A. Delete Paragraphs 5.08. through 5.09.A. of the General Conditions in their entirety.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

SC 6.03.B. Amend the first sentence of Paragraph 6.03.B of the General Conditions to read as follows:

"All materials and equipment permanently incorporated into the Work shall be new, except as otherwise provided in the Contract Documents."

And as so amended, Paragraph 6.03.B. remains in effect.

SC 6.05.C. Delete Subparagraph 6.05.C. of the General Conditions in its entirety and insert the following:

"OWNER'S REPRESENTATIVE will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER'S REPRESENTATIVE will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized with OWNER'S REPRESENTATIVE'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. When substitutes are proposed and accepted by OWNER'S REPRESENTATIVE, and it is found that such substitutes alter the design or space requirements indicated on Drawings, CONTRACTOR shall be responsible for the costs involved to revise the design and construction, including the costs associated with the work of other contractors due to such variance in design or space requirements. Therefore, CONTRACTOR shall thoroughly investigate the design parameters, conditions, and space requirements, with respect to the Contract Drawings and Specifications prior to requesting substitutes."

SC 6.06.A. and 6.06.B. Delete Subparagraphs 6.06.A. and 6.06.B. of the General Conditions in their entirety and insert the following:

"CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of material or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection. Acceptance of any Subcontractor, other person or organization by OWNER shall not constitute a waiver of any right of OWNER to reject defective Work or Work not in conformance with the Contract Documents. If OWNER, after due investigation, has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR, CONTRACTOR shall submit an acceptable substitute. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom he has reasonable objection. CONTRACTOR shall not, without the consent of OWNER, make substitution for any Subcontractor, other person or organization who has been accepted by OWNER."

SC 6.06.G. Delete Paragraph 6.06.G. of the General Conditions in its entirety and insert the following:

"All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER and contains waiver provisions as required by Subparagraphs SC 5.07.A. and SC 5.07.B. CONTRACTOR shall pay each Subcontractor a just share of any insurance monies received by CONTRACTOR on account of losses under policies issued pursuant to Paragraph SC 5.04.A. through 5.04.C."

SC 6.08.A. Add the following language at the end of Paragraph 6.08.A. of the General Conditions which is to read as follows:

"Copies of all permits and licenses prepared or obtained by CONTRACTOR shall be submitted to OWNER prior to the commencement of construction. Copies of all permits and licenses obtained by OWNER shall be made available to CONTRACTOR and maintained by CONTRACTOR at the Project site."

SC 6.09.B. Add the following language at the end of Subparagraph 6.09.B. of the General Conditions which is to read as follows:

"Copies of all written notices given by CONTRACTOR shall be submitted to OWNER'S REPRESENTATIVE and OWNER prior to the commencement of construction."

And as so amended, Subparagraph 6.09.B. remains in effect.

SC 6.19.A. Delete the first sentence of Paragraph 6.19.A. of the General Conditions in its entirety and insert the following in its place:

"CONTRACTOR warrants to OWNER that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all Work will be of good quality, free from faults and defects, in conformance with the Contract Documents."

And as so amended, Paragraph 6.19.A. remains in effect.

SC 6.20.D. Add a new paragraph immediately after Paragraph 6.20.C. of the General Conditions which is to read as follows:

"The obligations of the CONTRACTOR under Paragraphs 6.20.A., 6.20.B., and 6.20.C. shall be construed to include, but not be limited to, injury or damage consequent upon any failure to use or misuse by CONTRACTOR, his agents and employees of any scaffold, hoist, crane, stay, ladder, support or other mechanical contrivance erected or constructed by any person or any or all other kinds of equipment whether or not owned or furnished by the OWNER. It is understood that this excludes use by the OWNER or his employees of scaffolding owned and furnished by the OWNER.

SC 6.20.D.1. In the event that any party is requested but refused to honor the indemnity obligations hereunder, the party indemnifying shall, in addition to all other obligations, pay the cost of bringing any such action, including attorney's fees, to the party requesting indemnity."

ARTICLE 7 - OTHER WORK

Add the following sentence after Paragraph 7.01.A.2. of the General Conditions:

SC 7.01.A.3 "If the performance of such additional Work was noted in the Contract Documents and CONTRACTOR believes that the performance thereof entitles him to an extension of Contract Time, he may make a claim therefore as provided in Paragraph 12.02."

And as so amended, Paragraph 7.01.A. remains in effect.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

SC 8.01.A. Delete paragraph 8.01.A. of the General Conditions in its entirety.

SC 8.02.A. Amend the first sentence of Paragraph 8.02.A. of the General Conditions by deleting the following words:

". . . to whom CONTRACTOR makes no reasonable objection,"

And as so amended, Paragraph 8.02.A. remains in effect.

SC 8.06.A. Delete Paragraph 8.06.A. of the General Conditions in its entirety.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

SC 10.03.A. Amend the first sentence of Paragraph 10.03.A. of the General Conditions to read as follows:

"OWNER, after consideration and approval, may execute appropriate Change Orders with CONTRACTOR covering:"

And as so amended, Paragraph 10.03.A. remains in effect.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC 12.01.A. Delete the second sentence of Paragraph 12.01.A. of the General Conditions and insert in its place the following:

"Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered to OWNER'S REPRESENTATIVE promptly (but in no event later than 10 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of claim with supporting data shall be delivered within 30 days after such occurrence (unless OWNER'S REPRESENTATIVE allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event."

SC 12.02.A. Delete the second sentence of Paragraph 12.02.A. of the General Conditions and insert in its place the following:

"Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered to the OWNER'S REPRESENTATIVE promptly (but in no event later than 10 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 30 days after such occurrence (unless OWNER'S REPRESENTATIVE allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event."

And as so amended, Paragraph 12.02.A. remains in effect.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC 13.02.A. Amend the first sentence of Paragraph 13.02.A. of the General Conditions to read as follows:

"OWNER'S representatives, testing agencies, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observations, inspecting and testing."

And so amended, Paragraph 13.02.A. remains in effect.

SC 13.04.C. Amend the second and third sentences of Paragraph 13.04.C. of the General Conditions by deleting the following words:

". . . , and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Paragraph 10.05."

And as so amended, Paragraph 13.04.C. remains in effect.

SC 13.05.A. Delete Paragraph 13.05.A. of the General Conditions in its entirety and insert the following in its place:

"If the Work is defective or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, fails to conform to the progress schedule required by Paragraph 2.07.A., or if CONTRACTOR fails to make prompt payments to subcontractors for labor, materials or equipment, OWNER may order CONTRACTOR to stop the Work or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party."

SC 13.07.B. Add the following language at the end of Paragraph 13.07.B. of the General Conditions:

"The OWNER'S rights under Paragraphs 13.07.A and 13.07.B. shall be in addition to and not a limitation of, any other rights and remedies available at law."

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC 14.02.A.3. Amend Paragraph 14.02.A.3. of the General Conditions by deleting the word "Agreement" and inserting the words "Supplemental Conditions" in its place.

And as so amended, Paragraph 14.02.A.3. remains in effect.

Add a new subparagraph after Paragraph 14.02.A.3. of the General Conditions which is to read as follows:

SC 14.02.A.3.a. "Retainage":

After each Application for Payment has been found acceptable by OWNER, OWNER will pay an amount equal to the value of the Work completed less any previous payments to CONTRACTOR. An amount will be retained on each payment in accordance with the following schedule:

- i. Ten (10) percent until construction is 50 percent complete.
- ii. Five (5) percent after construction is 50 percent complete, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding.
- iii. When the project is substantially complete (as determined by the OWNER'S REPRESENTATIVE) the retained amount will be reduced to two (2) percent of the value of work which is substantially complete.

CONTRACTOR shall furnish with each application for payment a CONTRACTOR'S sworn affidavit listing all parties to receive payments on that request.

SC 14.02.B.5.e. and 14.02.B.5.f.

Add two new subparagraphs immediately after Subparagraph 14.02.B.5.d. of the General Conditions which are to read as follows:

SC 14.02.B.5.e. "CONTRACTOR'S failure to supply lien waivers for materials, equipment, and Subcontract Work completed to date.

SC 14.02.B.5.f. Of reasonable doubt that the Work can be completed for the unpaid balance of the Contractor Price."

SC 14.02.C.1. Amend Paragraph 14.02.C.1. of the General Conditions by deleting the words "ten days" and inserting the words "30 days" in its place.

And as so amended, Paragraph 14.02.C.1. remains in effect.

SC 14.04.A. through 14.04.D.

Delete Paragraphs 14.04.A through 14.04.D. of the General Conditions in their entirety and replace them with the following:

"When CONTRACTOR considers the entire Work, or a designated portion thereof, ready for its intended use, CONTRACTOR shall, in writing to OWNER and OWNER'S REPRESENTATIVE, certify that the entire Work, or a designated portion thereof, is substantially complete and request that OWNER'S REPRESENTATIVE issue a Certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and OWNER'S REPRESENTATIVE shall make an inspection of the Work to determine the status of completion. If OWNER'S REPRESENTATIVE does not consider the Work substantially complete, OWNER'S REPRESENTATIVE will notify CONTRACTOR in writing stating his reasons. If OWNER'S REPRESENTATIVE considers the Work substantially complete, OWNER'S

REPRESENTATIVE will prepare and deliver to CONTRACTOR a definitive Certificate of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work unless otherwise provided in the definitive Certificate of Substantial Completion."

SC 14.04.E. Amend Paragraph 14.04.E. of the General Conditions by deleting the following words "on the tentative list." and insert the following words "required by the Contract Documents." in their place.

And as so amended, Paragraph 14.04.E. remains in effect.

SC 14.05.A.4. Delete Subparagraph 14.05.A.4. of the General Conditions in its entirety.

SC 14.06.A. Amend the first sentence of Paragraph 14.06.A. of the General Conditions by deleting the words "OWNER and".

And as so amended, Paragraph 14.06.A. remains in effect.

SC 14.09.A.1. Delete Subparagraph 14.09.A.1. of the General Conditions in its entirety.

SC 14.09.B. Add a new paragraph immediately after Subparagraph 14.09.A.2. of the General Conditions which is to read as follows:

"Liquidated Damages:

1. Should CONTRACTOR or Surety fail to complete the Work within the time set forth in the Contract Documents or within such extra time as may be allowed by extensions, there shall be deducted from any monies due or that may become due CONTRACTOR or Surety the sum set forth in the Contract Documents for each and every calendar day, including Sundays and holidays, that the Work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due OWNER from CONTRACTOR or Surety because of OWNER'S loss of income and other costs incurred resulting from the failure to complete the Work within the time specified. Permitting CONTRACTOR or Surety to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of OWNER of its rights under the CONTRACTOR."

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

SC 15.01.A. Amend the first sentence of Paragraph 15.01.A. of the General Conditions by deleting the words "and OWNER'S REPRESENTATIVE".

And as so amended, Paragraph 15.01.A. remains in effect.

SC 15.03.A. Amend the first sentence of Paragraph 15.03.A. of the General Conditions by deleting the words "and OWNER'S REPRESENTATIVE".

And as so amended, Paragraph 15.03.A. remains in effect.

SC 15.04.A. and 15.04.b Delete Paragraphs 15.04.A and 15.04.B. of the General Conditions in their entirety and replace them with the following:

"If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court, or other public authority, the CONTRACTOR may, upon seven days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses."

ARTICLE 17 - MISCELLANEOUS

SC 17.01.A.2. Amend Paragraph 17.01.A.2. of the General Conditions by inserting the words "(return receipt)" immediately following the words, "certified mail".

And as so amended, Paragraph 17.01.A.2. remains in effect.

SC 17.01.A.3. Add a new paragraph immediately after Paragraph 17.01.A.2. of the General Conditions which is to read as follows:

"Whenever any provision of the Contract Documents requires the delivery of any Bond, Agreement, Certificate of Insurance or any other item, it shall be deemed to have been validly delivered if given in person to the individual, to a member of the firm or to an officer of the corporation for whom it is intended, or if given at or sent by registered or certified mail (return receipt), postage prepared, to the last business address known to him who delivers the article."

SC 17.02.A. Amend Subparagraph 17.02.A. of the General Conditions by deleting the second sentence in its entirety.

And so amended, Subparagraph 17.02.A. remains in effect.

SC 17.07. Add a new paragraph immediately after Paragraph 17.06.A. of the General Conditions which is to read as follows:

"Lien Waivers"

A. OWNER will require that CONTRACTOR furnish lien waivers for labor and materials used at any time during the Project as well as at completion of the Project."

* * * END OF SECTION * * *

SECTION 00830

PREVAILING WAGE RATES
(Cook County, June 2011 Wage Rates have been inserted)

Cook County Prevailing Wage for June 2011

| Trade Name | RG | TYP | C | Base | FRMAN | *M-F>8 | OSA | OSH | H/W | Pensn | Vac | Trng |
|----------------------|----|-----|---|--------|--------|--------|-----|-----|-------|-------|-------|-------|
| ASBESTOS ABT-GEN | | ALL | | 35.200 | 35.700 | 1.5 | 1.5 | 2.0 | 10.63 | 8.570 | 0.000 | 0.450 |
| ASBESTOS ABT-MEC | | BLD | | 32.290 | 0.000 | 1.5 | 1.5 | 2.0 | 10.82 | 10.66 | 0.000 | 0.620 |
| BOILERMAKER | | BLD | | 43.020 | 46.890 | 2.0 | 2.0 | 2.0 | 6.720 | 9.890 | 0.000 | 0.350 |
| BRICK MASON | | BLD | | 39.030 | 42.930 | 1.5 | 1.5 | 2.0 | 8.800 | 10.67 | 0.000 | 0.740 |
| CARPENTER | | ALL | | 40.770 | 42.770 | 1.5 | 1.5 | 2.0 | 9.840 | 9.790 | 0.000 | 0.490 |
| CEMENT MASON | | ALL | | 41.850 | 43.850 | 2.0 | 1.5 | 2.0 | 9.850 | 10.06 | 0.000 | 0.220 |
| CERAMIC TILE FNSHER | | BLD | | 33.600 | 0.000 | 2.0 | 1.5 | 2.0 | 6.950 | 8.020 | 0.000 | 0.540 |
| COMM. ELECT. | | BLD | | 36.440 | 38.940 | 1.5 | 1.5 | 2.0 | 8.420 | 8.910 | 0.000 | 0.700 |
| ELECTRIC PWR EQMT OP | | ALL | | 40.850 | 46.430 | 1.5 | 1.5 | 2.0 | 10.27 | 12.98 | 0.000 | 0.310 |
| ELECTRIC PWR GRNDMAN | | ALL | | 31.860 | 46.430 | 1.5 | 1.5 | 2.0 | 8.010 | 10.13 | 0.000 | 0.240 |
| ELECTRIC PWR LINEMAN | | ALL | | 40.850 | 46.430 | 1.5 | 1.5 | 2.0 | 10.27 | 12.98 | 0.000 | 0.310 |
| ELECTRICIAN | | ALL | | 40.400 | 43.000 | 1.5 | 1.5 | 2.0 | 13.83 | 7.420 | 0.000 | 0.750 |
| ELEVATOR CONSTRUCTOR | | BLD | | 47.410 | 53.340 | 2.0 | 2.0 | 2.0 | 10.53 | 10.71 | 2.840 | 0.000 |
| FENCE ERECTOR | | ALL | | 32.660 | 34.660 | 1.5 | 1.5 | 2.0 | 10.67 | 10.00 | 0.000 | 0.500 |
| GLAZIER | | BLD | | 38.000 | 39.500 | 1.5 | 2.0 | 2.0 | 10.19 | 13.64 | 0.000 | 0.790 |
| HT/FROST INSULATOR | | BLD | | 43.050 | 45.550 | 1.5 | 1.5 | 2.0 | 10.82 | 11.86 | 0.000 | 0.620 |
| IRON WORKER | | ALL | | 40.750 | 42.750 | 2.0 | 2.0 | 2.0 | 12.45 | 17.09 | 0.000 | 0.300 |
| LABORER | | ALL | | 35.200 | 35.950 | 1.5 | 1.5 | 2.0 | 10.63 | 8.570 | 0.000 | 0.450 |
| LATHER | | ALL | | 40.770 | 42.770 | 1.5 | 1.5 | 2.0 | 9.840 | 9.790 | 0.000 | 0.490 |
| MACHINIST | | BLD | | 43.160 | 45.160 | 1.5 | 1.5 | 2.0 | 7.640 | 8.700 | 0.000 | 0.000 |
| MARBLE FINISHERS | | ALL | | 29.100 | 0.000 | 1.5 | 1.5 | 2.0 | 8.800 | 10.67 | 0.000 | 0.740 |
| MARBLE MASON | | BLD | | 39.030 | 42.930 | 1.5 | 1.5 | 2.0 | 8.800 | 10.67 | 0.000 | 0.740 |
| MATERIAL TESTER I | | ALL | | 25.200 | 0.000 | 1.5 | 1.5 | 2.0 | 10.63 | 8.570 | 0.000 | 0.450 |
| MATERIALS TESTER II | | ALL | | 30.200 | 0.000 | 1.5 | 1.5 | 2.0 | 10.63 | 8.570 | 0.000 | 0.450 |
| MILLWRIGHT | | ALL | | 40.770 | 42.770 | 1.5 | 1.5 | 2.0 | 9.840 | 9.790 | 0.000 | 0.490 |
| OPERATING ENGINEER | | BLD | 1 | 45.100 | 49.100 | 2.0 | 2.0 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | BLD | 2 | 43.800 | 49.100 | 2.0 | 2.0 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | BLD | 3 | 41.250 | 49.100 | 2.0 | 2.0 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | BLD | 4 | 39.500 | 49.100 | 2.0 | 2.0 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | BLD | 5 | 48.850 | 49.100 | 2.0 | 2.0 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | BLD | 6 | 46.100 | 49.100 | 2.0 | 2.0 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | BLD | 7 | 48.100 | 49.100 | 2.0 | 2.0 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | FLT | 1 | 51.300 | 51.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | FLT | 2 | 49.800 | 51.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | FLT | 3 | 44.350 | 51.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | FLT | 4 | 36.850 | 51.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | HWY | 1 | 43.300 | 47.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | HWY | 2 | 42.750 | 47.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | HWY | 3 | 40.700 | 47.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | HWY | 4 | 39.300 | 47.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | HWY | 5 | 38.100 | 47.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | HWY | 6 | 46.300 | 47.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| OPERATING ENGINEER | | HWY | 7 | 44.300 | 47.300 | 1.5 | 1.5 | 2.0 | 11.70 | 8.050 | 1.900 | 1.150 |
| ORNAMNTL IRON WORKER | | ALL | | 40.200 | 42.450 | 2.0 | 2.0 | 2.0 | 10.67 | 14.81 | 0.000 | 0.500 |
| PAINTER | | ALL | | 38.000 | 42.750 | 1.5 | 1.5 | 1.5 | 9.750 | 11.10 | 0.000 | 0.770 |
| PAINTER SIGNS | | BLD | | 32.770 | 36.800 | 1.5 | 1.5 | 1.5 | 2.600 | 2.620 | 0.000 | 0.000 |
| PILEDRIVER | | ALL | | 40.770 | 42.770 | 1.5 | 1.5 | 2.0 | 9.840 | 9.790 | 0.000 | 0.490 |
| PIPEFITTER | | BLD | | 44.050 | 47.050 | 1.5 | 1.5 | 2.0 | 8.460 | 13.85 | 0.000 | 1.820 |
| PLASTERER | | BLD | | 39.250 | 41.610 | 1.5 | 1.5 | 2.0 | 10.60 | 10.69 | 0.000 | 0.550 |
| PLUMBER | | BLD | | 44.000 | 46.000 | 1.5 | 1.5 | 2.0 | 9.860 | 7.090 | 0.000 | 1.030 |
| ROOFER | | BLD | | 37.650 | 40.650 | 1.5 | 1.5 | 2.0 | 7.750 | 6.570 | 0.000 | 0.430 |
| SHEETMETAL WORKER | | BLD | | 40.460 | 43.700 | 1.5 | 1.5 | 2.0 | 9.830 | 16.25 | 0.000 | 0.630 |
| SIGN HANGER | | BLD | | 28.960 | 29.810 | 1.5 | 1.5 | 2.0 | 4.700 | 2.880 | 0.000 | 0.000 |
| SPRINKLER FITTER | | BLD | | 49.200 | 51.200 | 1.5 | 1.5 | 2.0 | 8.500 | 8.050 | 0.000 | 0.450 |

| | | | | | | | | | | |
|---------------------|---------|--------|--------|-----|-----|-----|-------|-------|-------|-------|
| STEEL ERECTOR | ALL | 40.750 | 42.750 | 2.0 | 2.0 | 2.0 | 10.95 | 15.99 | 0.000 | 0.300 |
| STONE MASON | BLD | 39.030 | 42.930 | 1.5 | 1.5 | 2.0 | 8.800 | 10.67 | 0.000 | 0.740 |
| TERRAZZO FINISHER | BLD | 35.150 | 0.000 | 1.5 | 1.5 | 2.0 | 6.950 | 10.57 | 0.000 | 0.430 |
| TERRAZZO MASON | BLD | 39.010 | 42.010 | 1.5 | 1.5 | 2.0 | 6.950 | 11.91 | 0.000 | 0.510 |
| TILE MASON | BLD | 40.490 | 44.490 | 2.0 | 1.5 | 2.0 | 6.950 | 9.730 | 0.000 | 0.610 |
| TRAFFIC SAFETY WRKR | HWY | 28.250 | 29.850 | 1.5 | 1.5 | 2.0 | 4.896 | 4.175 | 0.000 | 0.000 |
| TRUCK DRIVER | E ALL 1 | 30.700 | 31.350 | 1.5 | 1.5 | 2.0 | 6.750 | 5.450 | 0.000 | 0.150 |
| TRUCK DRIVER | E ALL 2 | 30.950 | 31.350 | 1.5 | 1.5 | 2.0 | 6.750 | 5.450 | 0.000 | 0.150 |
| TRUCK DRIVER | E ALL 3 | 31.150 | 31.350 | 1.5 | 1.5 | 2.0 | 6.750 | 5.450 | 0.000 | 0.150 |
| TRUCK DRIVER | E ALL 4 | 31.350 | 31.350 | 1.5 | 1.5 | 2.0 | 6.750 | 5.450 | 0.000 | 0.150 |
| TRUCK DRIVER | W ALL 1 | 32.550 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.000 |
| TRUCK DRIVER | W ALL 2 | 32.700 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.000 |
| TRUCK DRIVER | W ALL 3 | 32.900 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.000 |
| TRUCK DRIVER | W ALL 4 | 33.100 | 33.100 | 1.5 | 1.5 | 2.0 | 6.500 | 4.350 | 0.000 | 0.000 |
| TUCK POINTER | BLD | 39.200 | 40.200 | 1.5 | 1.5 | 2.0 | 7.830 | 10.25 | 0.000 | 0.770 |

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

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

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

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

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

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including $\frac{3}{4}$ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

Class 1. Two or three Axle Trucks. A-frame Truck when used for

transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

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

Other Classifications of Work:

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

LANDSCAPING

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

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 PROJECT DESCRIPTION

- A. The work shall consist of all required traffic control, excavation, concrete sidewalk removal and replacement, concrete driveway pavement removal and replacement, concrete curb and gutter removal and replacement, and landscape restoration at various locations designated in the Village of Franklin Park.

1.02 IDENTIFICATION OF DRAWINGS

- A. Work included is shown on sketches/maps drawn by the Franklin Park Inspectional Services Department

1.03 FORM OF SPECIFICATIONS

- A. These specifications, prepared by the Village of Franklin Park, are written in Construction Specifications Institute (CSI) three-part format (General, Products, and Execution).
- B. Items of work are specified by section. Specifications or requirements of one or more sections may apply or be referenced in other sections.
- C. CONTRACTOR shall perform or provide items of work stated and comply with requirements stated in each section unless specifically assigned to other contractors or OWNER.
- D. The term "provide" shall mean "furnished and installed by CONTRACTOR".

1.04 CONTRACTOR'S USE OF PREMISES

- A. Coordinate use of premises under direction of the Director of Inspectional Services.
- B. Assume full responsibility for protection and safekeeping of products under this Contract.
- C. Obtain and pay for use of additional storage or work areas needed for operations at no additional cost to OWNER.
- D. Conduct operations to ensure least inconvenience to general public.

1.05 STANDARD SPECIFICATIONS

- A. References are made herein to "Standard Specifications for Road and Bridge Construction," published by Illinois Department of Transportation, and adopted January 1, 2007.

1. Above Specification is abbreviated IDOTSPECS herein.
2. Provisions regarding basis of payment are as specified by IDOTSPECS unless otherwise superseded by the requirements of this specification (Section 01025).
3. Standard specifications for water and sewer main construction in Illinois.

1.06 EASEMENTS, LICENSES AND PERMITS

- A. The work contained on this project is located within the right-of-way of the Village of Franklin Park.

1.07 WORKING HOURS

- A. No work shall be done between 7:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or legal holidays without written permission of OWNER. However, emergency work may be done with permission from the Director of Inspectional Services.

1.08 CONSTRUCTION LINE AND GRADE

- A. The line and grade shall be furnished by the Director of Inspectional Services. CONTRACTOR shall bear sole responsibility for protection and correct transfer of construction lines and grades.

1.09 CONSTRUCTION STAGING

- A. The OWNER will not allow complete removal of the concrete sidewalk, curb, or pavement from beginning to end at one time. The CONTRACTOR will be required to stage his construction. The CONTRACTOR is to submit, in writing, to the Director of Inspectional Services a staging plan to be approved by the Director of Inspectional Services.

* * * END OF SECTION * * *

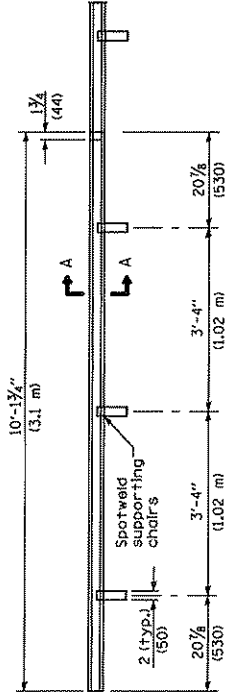
SECTION 01020

DETAILS

SEE THE FOLLOWING:

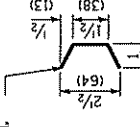
ILLINOIS DEPARTMENT OF TRANSPORTATION
STANDARD DETAIL DRAWINGS

| | |
|-----------|--|
| 420001-07 | PAVEMENT JOINTS |
| 424001-05 | CURB RAMPS FOR SIDEWALKS |
| 442201-03 | CLASS C and D PATCHES |
| 606001 | CONCRETE CURB TYPE B AND COMBINATION CURB AND GUTTER |

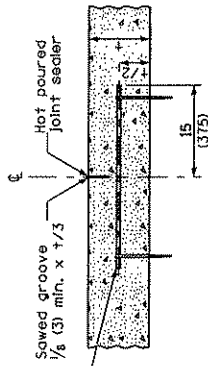


TYPE C METAL JOINT

Sheet steel of suitable thickness to form keyway as detailed or approved.

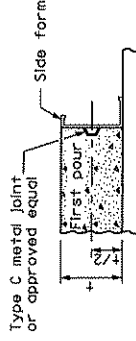


SECTION A-A

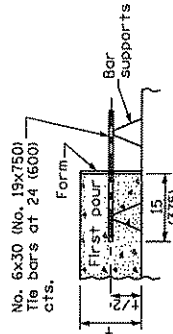


LONGITUDINAL SAWED JOINT

No. 6x30 (No. 19x750) Tie bars at 30 (750) cts. (shown on support pins)

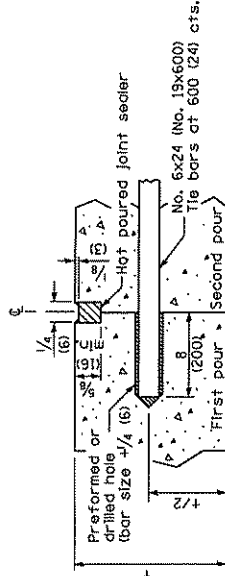


LONGITUDINAL KEYED JOINT



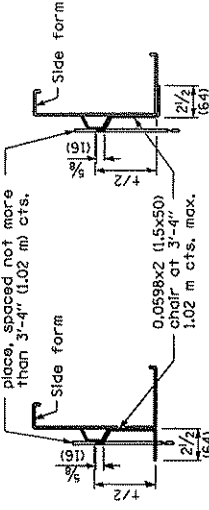
LONGITUDINAL CONSTRUCTION JOINT (TIE BAR FORMED IN PLACE)

No. 6x30 (No. 19x750) Tie bars at 24 (600) cts.



LONGITUDINAL CONSTRUCTION JOINT (TIE BAR GROUDED IN PLACE)

Channel pin, size sufficient to securely hold joint in place, spaced not more than 3'-4" (1.02 m) cts.



SUPPORTING CHAIR ALTERNATE

SUPPORTING CHAIR ALTERNATE

GENERAL NOTES

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

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

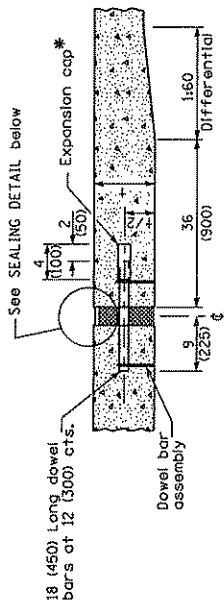
| | | | |
|---------------------------------------|--|-----------------------|--|
| PASSED | | ISSUED 1-1-97 | |
| Illinois Department of Transportation | | 2008 | |
| APPROVED | | APPROVED | |
| ENGINEER OF PAVEMENTS | | ENGINEER OF PAVEMENTS | |
| DESIGNED | | DESIGNED | |
| DRAWN | | DRAWN | |

| DATE | REVISIONS |
|--------|--|
| 1-1-08 | Switched units to English (metric). |
| 8-1-05 | Added supports to long. constr. jt. and revised note for trans. exp. jt. |

PAVEMENT JOINTS

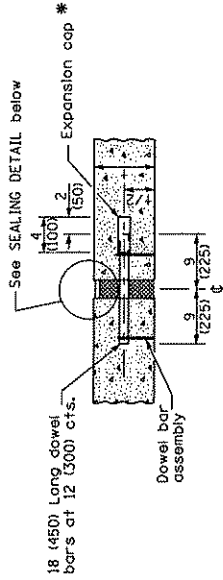
(Sheet 1 of 2)

STANDARD 420001-07

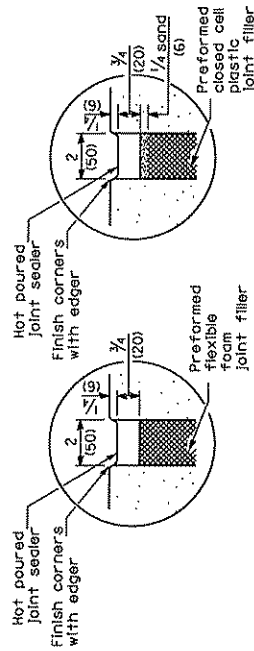


TRANSVERSE EXPANSION JOINT
(FOR PAVEMENTS WITH UNEQUAL THICKNESS)

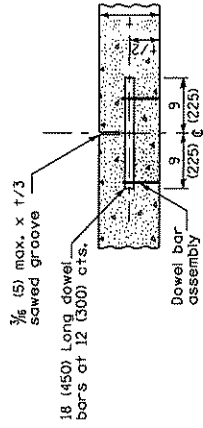
* Expansion caps shall be installed on the exposed end of each dowel bar once the header has been removed and the joint filler material has been installed.



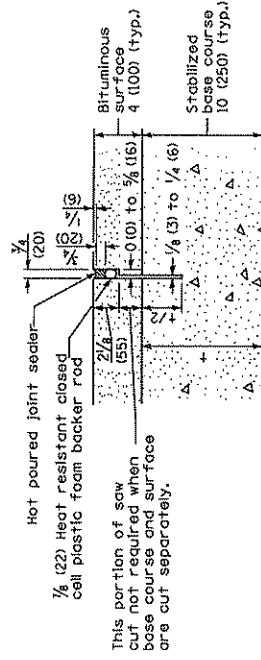
TRANSVERSE EXPANSION JOINT
(FOR PAVEMENTS WITH EQUAL THICKNESS)



SEALING DETAIL



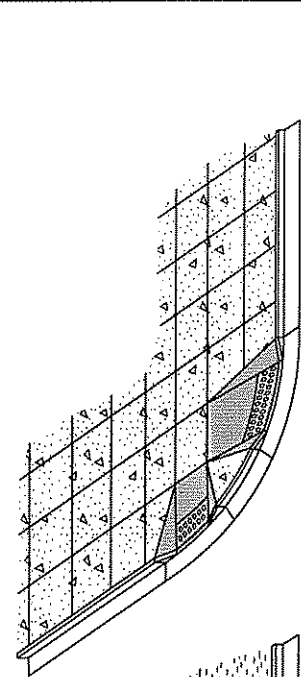
TRANSVERSE CONTRACTION JOINT



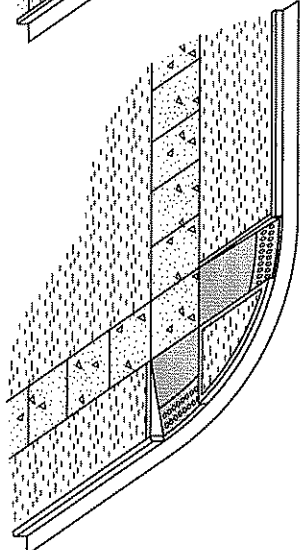
TRANSVERSE CONTRACTION JOINT
(FOR CAM, CFA AND LFA BASE COURSE MIXTURES)

| DOWEL BAR TABLE | |
|-------------------------|--------------------|
| PAVEMENT THICKNESS | DOWEL BAR DIAMETER |
| 8 (200) or greater | 1 1/2 (38) |
| 7 (175) thru 7.99 (199) | 1 1/4 (32) |
| Less than 7 (175) | 1 (25) |

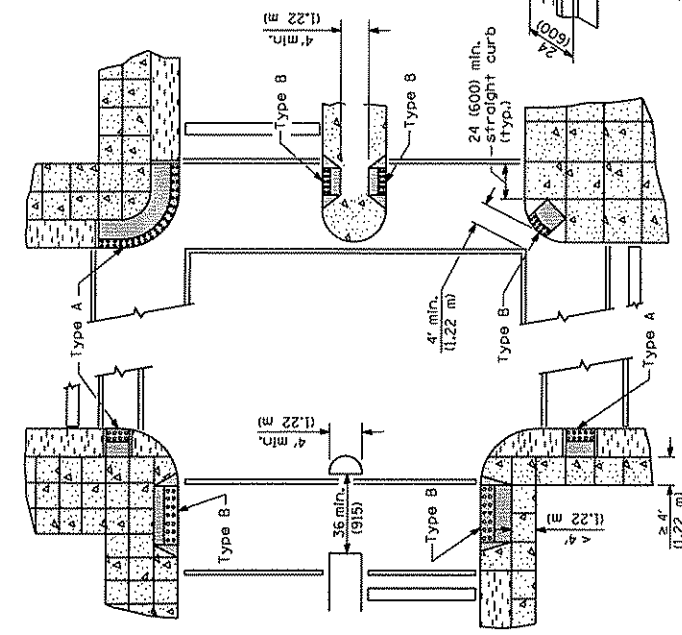
Illinois Department of Transportation
 PASSED: 12/20/07
 ENGINEER OF PUBLIC WORKS
 APPROVED: 6/27/08
 ENGINEER OF DESIGN AND ENVIRONMENT



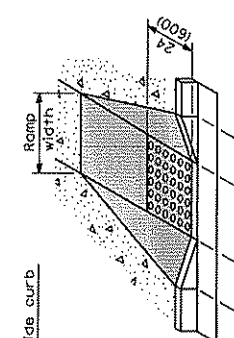
TYPE B RAMP



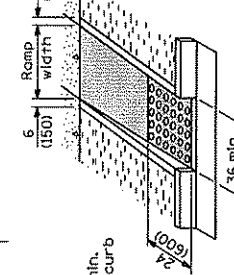
TYPE A RAMP



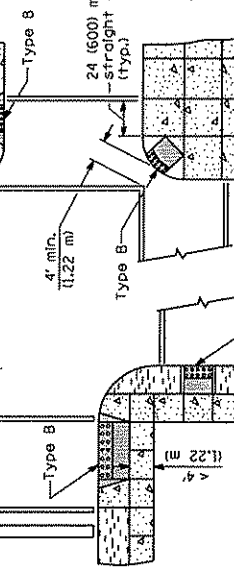
RECOMMENDED LOCATION OF RAMP



TYPE B



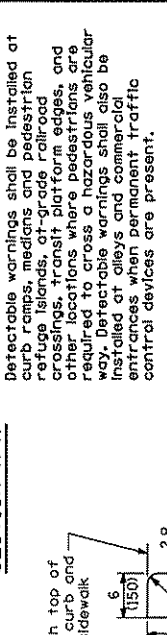
TYPE A



TYPE B



TYPE A



RAMP AT ALLEYS OR ENTRANCES

GENERAL NOTES

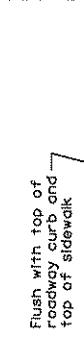
Defectable warnings shall be installed at curb ramps, medians and pedestrian refuge islands, at-grade railroad crossings, transit platform edges, and other locations where pedestrians are required to cross a hazardous vehicular way. Defectable warnings shall also be installed at alleys and commercial entrances when permanent traffic control devices are present.

The maximum slope of the side flare for Type B ramps shall be 1:10; however, if the width of the landing area between the top of the ramp and an obstruction is less than 4'-0" (1.22 m) then the maximum slope shall be 1:12.

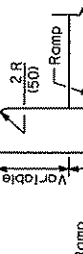
All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V/H).

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

SECTION A-A



DETAIL OF SIDE CURB



DETAIL A

Flush with top of roadway curb and top of sidewalk

Ramp thickness

Expansion joint

Rise of depressed curb 1/2 (13) max.

Gutter slope 1:60 max.

DETAIL B



DETAIL B

RAMP PROFILE



RAMP PROFILE

LEGEND

- Sidewalk
- Ramp
- Defectable Warnings
- Non walking area

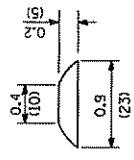
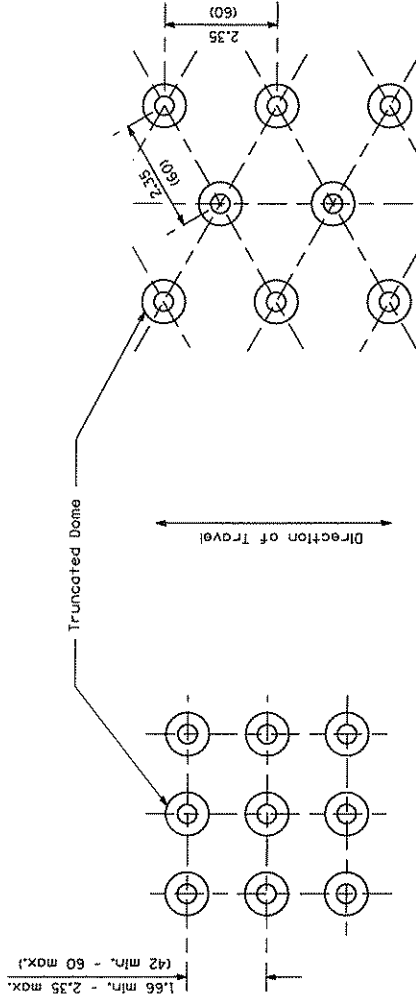
| | |
|--------|---|
| DATE | REVISIONS |
| 1-1-08 | Switched units to English (metric). |
| 8-1-05 | Revised placement of defectable warnings. |
| | title. |

| | |
|---------------------------------------|---------------|
| Illinois Department of Transportation | |
| PASSED | ISSUED 1-1-97 |
| APPROVED | APPROVED |
| APPROVED | APPROVED |
| APPROVED | APPROVED |
| APPROVED | APPROVED |

CURB RAMPS FOR SIDEWALKS

STANDARD 424001-05

(Sheet 1 of 2)



TRUNCATED DOME DETAIL

SQUARE PATTERN
(Parallel Alignment)

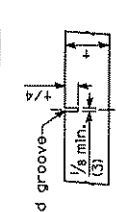
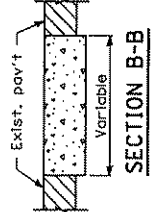
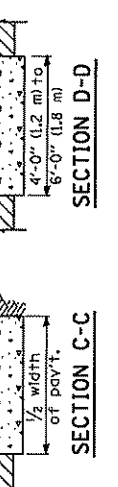
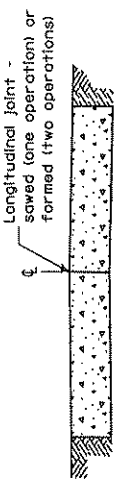
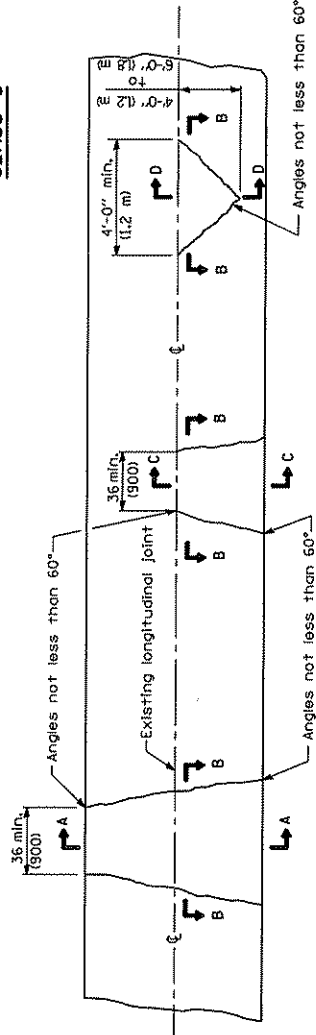
TRIANGULAR PATTERN

DETECTABLE WARNINGS DETAIL

Illinois Department of Transportation
 PASSED _____ 2008
 ENGINEER OF PAVEMENT AND PROCEDURES
 APPROVED _____ 2008
 ENGINEER OF DESIGN AND ENVIRONMENT

**CURB RAMPS
 FOR SIDEWALKS**
 (Sheet 2 of 2)
STANDARD 424001-05

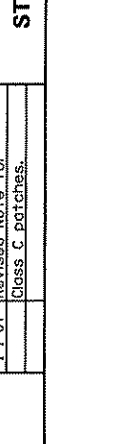
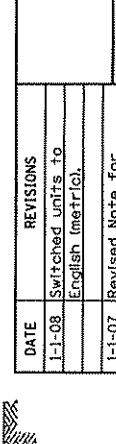
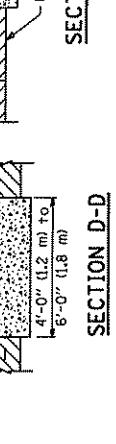
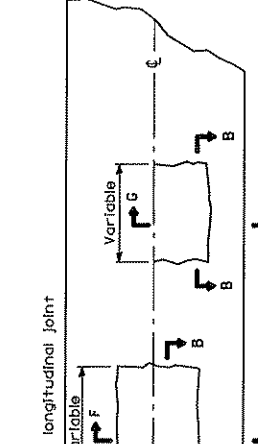
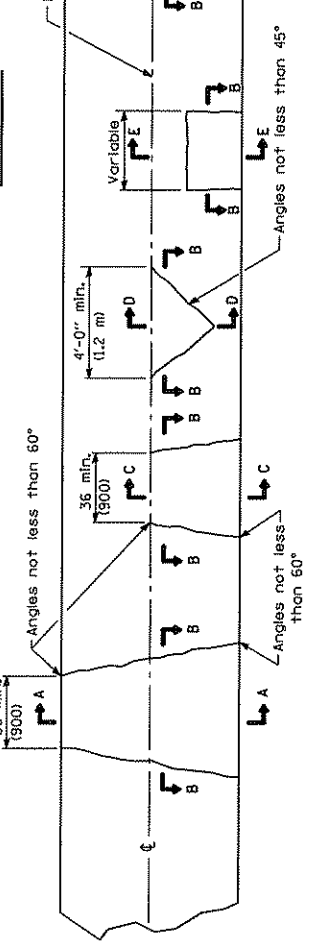
CLASS C



NOTE

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

CLASS D



SECTION A-A
(Built in two operations)

SECTION B-B

SECTION C-C

SECTION D-D

SECTION E-E

GENERAL NOTES

Existing tie bars shall be either cut or removed. Marginal bars shall be cut.

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

Illinois Department of Transportation

PASSED _____ 2008

APPROVED _____ 2008

ENGINEER OF PROJECT AND INSURANCES

APPROVED _____ 2008

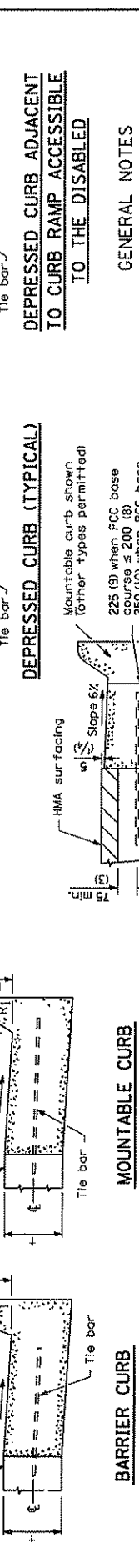
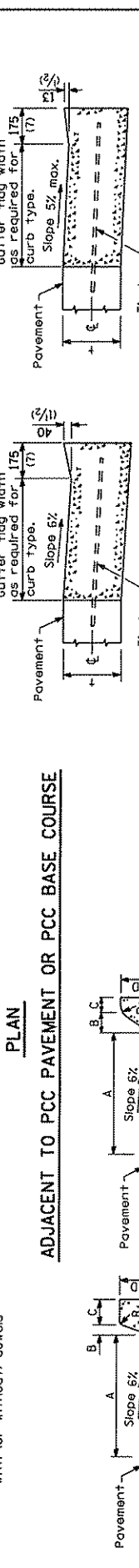
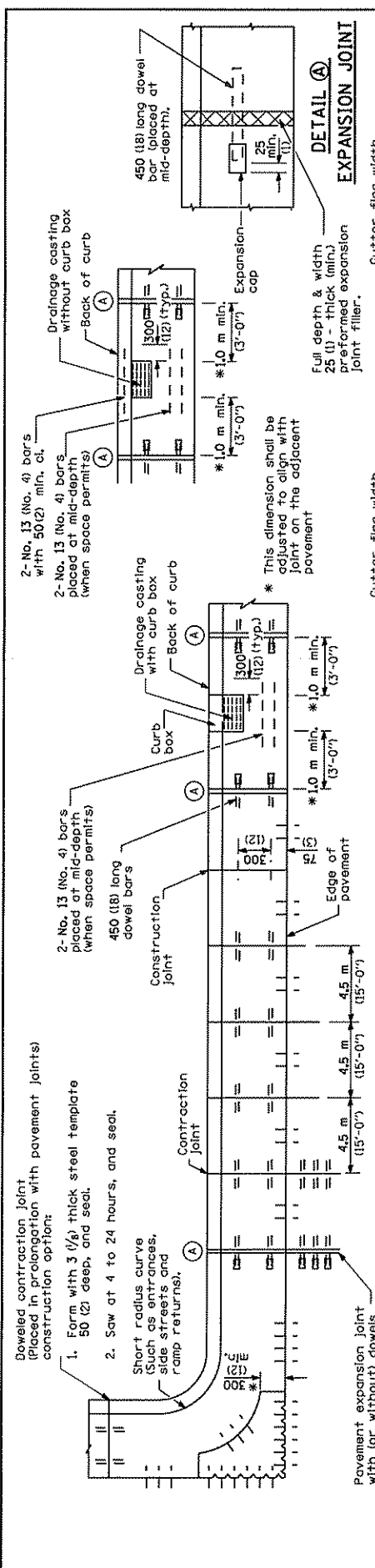
INSPECTOR OF DESIGN AND CONSTRUCTION

ISSUED 1-1-97

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

CLASS C and D PATCHES

STANDARD 442201-03



GENERAL NOTES

The bottom slope of combination curb and gutter constructed adjacent to pavement shall be the same slope as the subbase or 1/2" when subbase is omitted.

t = Thickness of pavement.

Longitudinal joint tie bars shall be No. 19 (No. 6) at 600 mm (24") centers in accordance with details for longitudinal construction joint shown on Standard 420001.

A minimum clearance of 50 mm (2") between the end of the tie bar and the back of the curb shall be maintained.

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

TABLE OF DIMENSIONS BARRIER CURB

| TYPE | A | B | C | D | R1 | R2 |
|----------|------|-----|-----|-----|-----|-----|
| B-15-30 | 300 | 25 | 150 | 150 | 25 | 25 |
| (B-6.12) | (12) | (1) | (6) | (6) | (1) | (1) |
| B-15-45 | 450 | 25 | 150 | 150 | 25 | 25 |
| (B-6.18) | (18) | (1) | (6) | (6) | (1) | (1) |
| B-15-60 | 600 | 25 | 150 | 150 | 25 | 25 |
| (B-6.24) | (24) | (1) | (6) | (6) | (1) | (1) |
| B-22-30 | 300 | 50 | 125 | 225 | 25 | 25 |
| (B-9.12) | (12) | (2) | (5) | (9) | (1) | (1) |
| B-22-45 | 450 | 50 | 125 | 225 | 25 | 25 |
| (B-9.18) | (18) | (2) | (5) | (9) | (1) | (1) |
| B-22-60 | 600 | 50 | 125 | 225 | 25 | 25 |
| (B-9.24) | (24) | (2) | (5) | (9) | (1) | (1) |

TABLE OF DIMENSIONS MOUNTABLE CURB

| TYPE | A | B | C | D | R1 | R2 |
|----------|------|-----|-----|-----|-----|-----|
| M-5-15 | 150 | 50 | 100 | 50 | 75 | 50 |
| (M-2.06) | (6) | (2) | (4) | (2) | (3) | (2) |
| M-5-30 | 300 | 50 | 100 | 50 | 75 | 50 |
| (M-2.12) | (12) | (2) | (4) | (2) | (3) | (2) |
| M-10-15 | 150 | 100 | 75 | 100 | 75 | NA |
| (M-4.06) | (6) | (4) | (3) | (4) | (3) | NA |
| M-10-30 | 300 | 100 | 75 | 100 | 75 | NA |
| (M-4.12) | (12) | (4) | (3) | (4) | (3) | NA |
| M-10-45 | 450 | 100 | 75 | 100 | 75 | NA |
| (M-4.18) | (18) | (4) | (3) | (4) | (3) | NA |
| M-10-60 | 600 | 100 | 75 | 100 | 75 | NA |
| (M-4.24) | (24) | (4) | (3) | (4) | (3) | NA |
| M-15-15 | 150 | 150 | 50 | 150 | 50 | NA |
| (M-5.06) | (6) | (6) | (2) | (6) | (2) | NA |
| M-15-30 | 300 | 150 | 50 | 150 | 50 | NA |
| (M-6.12) | (12) | (6) | (2) | (6) | (2) | NA |
| M-15-45 | 450 | 150 | 50 | 150 | 50 | NA |
| (M-6.18) | (18) | (6) | (2) | (6) | (2) | NA |
| M-15-60 | 600 | 150 | 50 | 150 | 50 | NA |
| (M-6.24) | (24) | (6) | (2) | (6) | (2) | NA |

REVISIONS

| DATE | REVISIONS |
|--------|--|
| 1-1-07 | Switched to Hot-Mix Asphalt (HMA) terminology. |
| 1-1-04 | Revised expansion cap and soft converted metric reinforcement. |

CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER (Sheet 1 of 2)

STANDARD 606001-03

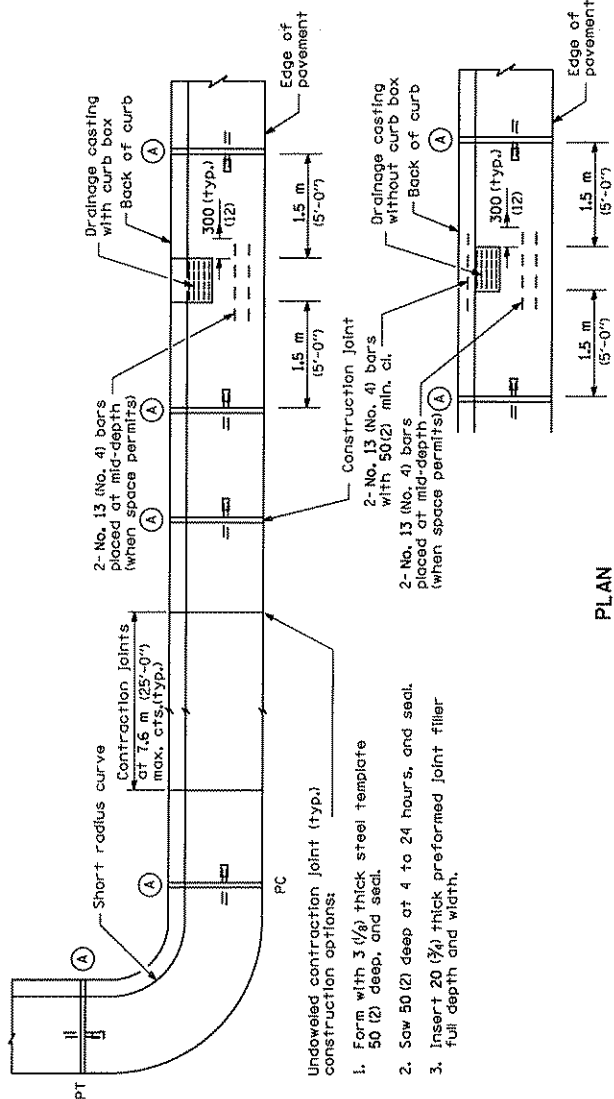
Illinois Department of Transportation

PASSED: [Signature], 2007

APPROVED: [Signature], 2007

ENGINEER OF DESIGN AND ENVIRONMENT

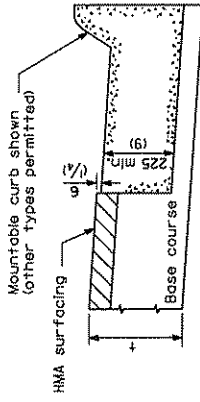
ISSUED 1-1-97



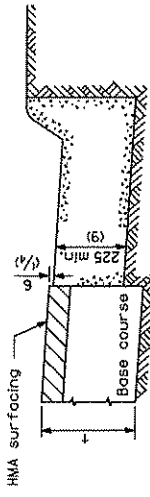
Undwelled contraction joint (typ.) construction options:

1. Form with 3 1/8" thick steel template 50 (2) deep, and seal.
2. Saw 50 (2) deep at 4 to 24 hours, and seal.
3. Insert 20 (3/4) thick preformed joint filler full depth and width.

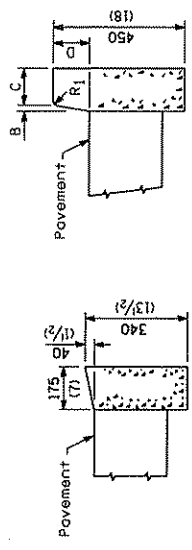
PLAN



ON DISTURBED SUBGRADE



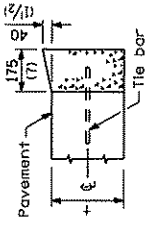
ON UNDISTURBED SUBGRADE



DEPRESSED CURB

BARRIER CURB

ADJACENT TO FLEXIBLE PAVEMENT



DEPRESSED CURB

BARRIER CURB

ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

ON DISTURBED SUBGRADE

ON UNDISTURBED SUBGRADE

CONCRETE CURB TYPE B

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

ADJACENT TO FLEXIBLE PAVEMENT

Illinois Department of Transportation
 PASSED: _____, 2007
 APPROVED: _____, 2007
 ENGINEER OF DESIGN AND ENVIRONMENT

**CONCRETE CURB TYPE B
 AND COMBINATION
 CONCRETE CURB AND GUTTER**
 (Sheet 2 of 2)
STANDARD 606001-03

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. This section identifies bid items for this project by number and lists applicable specification sections, work included, method of measurement and method of payment.

1.02 DESCRIPTION OF BID ITEMS

- A. General:
Provide necessary labor, materials, equipment, supervision, and other services to construct each bid item as required by Contract Documents.

- B. Bid Items:

Bid Item 1

REMOVAL OF SIDEWALK

- a. Materials and installation as described in:
1) Section 01300 – Submittal.
- b. Includes costs of:
1) Section 03050 - CONCRETE.
2) Section 440 of the IDOTSPECS.
- c. Do not include costs of:
1) Work included in other bid items.
- d. Measurement for Payment:
This work will be measured for payment as specified in Article 440.07 of the IDOTSPECS
- e. Payment:
This work will be paid for at the contract unit price per square foot for REMOVAL OF SIDEWALK, as specified in Article 440.08 of the IDOTSPECS.

Bid Item 2

PLACEMENT OF NEW SIDEWALK

- a. Materials and installation as described in:
1) Section 01300- Submittal
- b. Includes costs of:
1) Section 03050 – CONCRETE
2) Section 424 of IDOTSPECS.
- c. Do not include costs of:
1) Work included in other bid items.
- d. Measurement for Payment:
This work will be measured for payment as specified in Article 424.12 of the IDOTSPECS.

- e. Payment:
This work will be paid for at the contract unit price per square foot for PLACEMENT OF SIDEWALK, as specified in Article 424.13 of the IDOTSPECS.

Bid Item 3

INSTALL NEW SIDEWALK

- a. Materials and installation as described in:
 - 1) Section 03050 – CONCRETE.
 - 2) Section 424 of the IDOTSPECS.
- b. Includes costs of:
 - 1) Items as specified in Sections 202 and 424 of the IDOTSPECS.
 - 2) All labor and equipment necessary to complete this item as specified.
- c. Do not include costs of:
 - 1) Work included in other bid items.
- d. Measurement for Payment:
This work will be measured for payment as specified in Article 424.12 of the IDOTSPECS.
- e. Payment:
This work will be paid for at the contract unit price per square foot for INSTALL NEW SIDEWALK, as specified in Article 424.13 of the IDOTSPECS.

Bid Item 4

REMOVAL OF CURB & GUTTER

- a. Materials and installation as described in:
 - 1) Section 03050- CONCRETE.
 - 2) Section 440 of the IDOTSPECS.
- b. Includes costs of:
 - 1) Items as specified in Section 440 of the IDOTSPECS.
 - 2) All labor and equipment necessary to complete this item as specified.
- c. Do not include costs of:
 - 1) Work included in other bid items.
- d. Measurement for Payment:
This work will be measured for payment as specified in Article 440.07 of the IDOTSPECS.
- e. Payment:
This work will be paid for at the contract unit price per square yard for REMOVAL OF CURB & GUTTER, as specified in Article 440.08.

Bid Item 5

PLACEMENT OF CONCRETE CURB AND GUTTER

- a. Materials and installation as described in:
 - 1) Section 03050 - CONCRETE

- 2) Section 606 of the IDOTSPECS
- b. Include costs of:
 - 1) Items as specified in Section 606 of the IDOTSPECS.
 - 2) All labor and equipment necessary to complete this item as specified. This includes any sub-base aggregate and asphalt or concrete to complete a patch between new curb and pavement.
- c. Do not include costs of:
 - 1) Work included in other bid items.
- d. Measure for Payment:
This work will be measured for payment as specified in Article 606.14 of the IDOTSPECS.
- e. Payment:
This work will be paid for at the contract unit price per foot for PLACEMENT OF CURB AND GUTTER as specified in Article 606.15 of the IDOTSPECS.

Bid Item 6

INSTALL NEW CONCRETE CURB AND GUTTER

- a. Materials and installation as described in:
 - 1) Section 03050 – CONCRETE.
 - 2) Sections 202 and 606 of the IDOTSPECS.
- b. Includes costs of:
 - 1) Items as specified in Section 606 of the IDOTSPECS.
 - 2) All labor and equipment necessary to complete this item as specified. This includes any sub-base aggregate and asphalt or concrete to complete a patch between new curb and pavement.
- c. Do not include costs of:
 - 1) Work included in other bid items.
- d. Measurement for Payment:
This work will be measured for payment as specified in Article 606.14 of the IDOTSPECS.
- e. Payment:
This work will be paid for at the contract unit price per foot for INSTALL NEW CONCRETE CURB AND GUTTER as specified in Article 606.15 of the IDOTSPECS.

Bid Item 7

REMOVE & REPLACE DRIVEWAY/APRON

- a. Materials and installation as described in:
 - 1) Section 03050 – CONCRETE
 - 2) Sections 440 and 423 of the IDOTSPECS
- b. Includes costs of:
 - 1) Items specified in Sections 440 and 423 of the IDOTSPECS
 - 2) All labor and equipment necessary to complete this item as specified. This includes any materials to make the transition to existing pavement.

- c. Do not include costs of:
 - 1) Work included in other bid items.
- d. Measurement for Payment:
This work will be measured for payment as specified in Article 423.10 of the IDOTSPECS.
- e. Payment:
This work will be paid for at the contract unit price per square yard for REMOVE & REPLACE DRIVEWAY/APRON as specified in Article 423.11 of the IDOTSPECS.

Bid Item 8

CLASS "C" PAVEMENT PATCHING

- a. Materials and installation as described in:
 - 1) Section 03050 – CONCRETE
 - 2) Section 442 of the IDOTSPECS
- b. Includes costs of:
 - 3) Items specified in Sections 442 of the IDOTSPECS
 - 4) All labor and equipment necessary to complete this item as specified.
- c. Do not include costs of:
 - 1) Work included in other bid items.
- d. Measurement for Payment:
This work will be measured for payment as specified in Article 442.10 of the IDOTSPECS.
- e. Payment:
This work will be paid for at the contract unit price per square yard for CLASS "C" PAVEMENT PATCHING as specified in Article 442.11 of the IDOTSPECS.

* * * END OF SECTION * * *

SECTION 01300

SUBMITTAL

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section contains requirements for submittals of construction progress schedules and other submittals required by Contract Documents.
- B. Submittal for Review:
 - a. Submit required materials for OWNER'S REPRESENTATIVE'S review in accordance with requirements of Contract Documents.

1.02 CONSTRUCTION PROGRESS SCHEDULES

- A. Prepare and submit construction progress schedule in accordance with requirements of General Conditions.
- B. No work shall be done between 7:00 p.m. and 7:00 a.m., nor, on Saturdays, Sundays, or legal holidays without written permission of OWNER. However, emergency work may be done with permission from OWNER'S REPRESENTATIVE.
- C. Prepare schedules in form of a horizontal bar chart, critical path method (CPM), or other approved format.
 - 1. Provide separate horizontal bar for each item.
 - 2. Show dates for beginning and completion of each item of construction.
 - 3. Allow space for notations and future revisions.

1.03 SHOP DRAWINGS, CERTIFICATIONS, AND SAMPLES

- A. Submit shop drawings, certifications, and samples required in individual specification sections.
- B. CONTRACTOR'S responsibilities shall include:
 - 1. Review shop drawings, certifications, and samples prior to submittal.
 - 2. Determine and verify:
 - a. Field measurements.
 - b. Field construction criteria.
 - c. Catalog numbers and similar data.
 - d. Conformance with specifications.

3. Coordinate each submittal with requirements of work and of Contract Documents.
4. Notify OWNER'S REPRESENTATIVE in writing, at time of submittal, of deviations in submittals from requirements of Contract Documents.
5. Do not begin fabrication or other work which requires submittals until return of submittals with OWNER'S REPRESENTATIVE approval.
6. Designate in construction progress schedule, dates for submittal and receipt of reviewed shop drawings, certifications, and samples.

C. Submittals shall contain:

1. Date of submittal and dates of previous submittals.
2. Project title and number.
3. Contract identification.
4. Names of:
 - a. CONTRACTOR
 - b. Supplier
 - c. Manufacturer
5. Identification of product, with identification numbers, and drawing and specification section numbers.
6. Field dimensions, clearly identified.
7. Identify details required on drawings and in specifications.
8. Show manufacturer and model number, give dimensions, and provide clearances.
9. Relation to adjacent or critical features of work or materials.
10. Applicable standards, such as ASTM or Federal Specification numbers. Identification of deviations from Contract Documents.
11. Identification of revisions on resubmittals.
12. Eight-inch by 3-inch blank space for CONTRACTOR and OWNER'S REPRESENTATIVE stamps.
13. CONTRACTOR'S stamp, signed, certifying to review of submittal, verification of products, field measurement, field construction criteria, and coordination of information within submittal with requirements of work and Contract Documents.

D. Resubmittal requirements shall include:

1. Corrections or changes in submittals required by OWNER'S REPRESENTATIVE. Resubmittals are required until approved.
 2. Shop drawings and product data:
 - a. Revise initial drawings or data and resubmit as specified for initial submittal.
 - b. Indicate changes which have been made other than those requested by OWNER'S REPRESENTATIVE.
 3. Submit new samples as required for initial submittal.
- E. Distribute reproductions of shop drawings and copies of product data which carry OWNER'S REPRESENTATIVE'S stamp approval to:
1. CONTRACTOR'S file.
 2. Subcontractors.
 3. Supplier or fabricator.
- F. OWNER'S REPRESENTATIVE'S duties include:
1. Review submittals with reasonable promptness and in accordance with schedule.
 2. Affix stamp and signature, and indicate requirements for resubmittal or approval of submittal.
 3. Return submittals to CONTRACTOR for distribution or for resubmittal.

PART 3 EXECUTION

3.01 SUBMITTAL REQUIREMENTS

- A. Provide complete copies of required submittals as follows:
1. Construction progress schedule:
 - a. Two copies of initial schedule.
 - b. Two copies of any revision.
 2. Shop Drawings: Three copies.
 4. Other Required Submittals:
 - a. Three copies if required for review.
 - b. Two copies if required for record.
- B. Deliver required copies of submittal to OWNER'S REPRESENTATIVE.

*** END OF SECTION ***

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Furnish, install and maintain temporary facilities and controls required for construction; remove on completion of work. The costs associated with the temporary facilities and controls shall be incidental to the work performed.

- B. Mobilization shall be the preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site for the establishment of offices, buildings, and other facilities necessary for work on the project and for all work or operations which must be performed or costs incurred when beginning work on the project. **Mobilization will be incidental to the Unit Priced Pay items.**

PART 2 PRODUCTS

2.01 MATERIALS - GENERAL

- A. Temporary construction materials may be new or used, but must be adequate in capacity for required usage, shall not create unsafe conditions, and shall not violate requirements of applicable codes and standards.

2.02 TEMPORARY WATER

- A. Arrange with OWNER to provide water for construction purposes.

- B. Pay all costs for installation, maintenance and removal, and service charges for all water used. Service shall be metered separately to CONTRACTOR as required by the Village.

- C. Be advised that OWNER has experienced water shortages in the past and has imposed bans on use of Village water for lawn sprinkling. Such bans shall apply to CONTRACTOR. Provide alternate supply of water for lawn sprinkling during Village sprinkling bans.

2.03 TEMPORARY SANITARY FACILITIES

- A. Provide temporary sanitary toilet facilities conforming to state and local health and sanitation regulations, in sufficient number for use of CONTRACTOR'S employees.

- B. Maintain in sanitary condition and properly supply with toilet paper.

- C. Remove from site before final acceptance of work.

2.04 TEMPORARY FIRE PROTECTION

- A. Fire hydrants shall remain accessible at all times to the OWNER.

2.05 TEMPORARY SITE WORK

- A. Roadways shall be maintained along where construction has occurred or which are prepared for construction in a clean, driveable condition as determined by the OWNER'S REPRESENTATIVE. When directed by the OWNER'S REPRESENTATIVE, the CONTRACTOR shall immediately take corrective action to temporarily repair the roadway to the satisfaction of the OWNER'S REPRESENTATIVE.
- B. Provide and maintain temporary site drainage.
- C. Exercise caution to minimize increase in suspended solids and turbidity in surface waters within and adjacent to construction area. Spoils are not to be deposited in surface waters. Control and minimize sediment runoff and excavation erosion to surface waters.

2.06 DAMAGE TO EXISTING PROPERTY

- A. Be responsible for replacing or repairing damage to existing buildings, sidewalks, roads, parking lot surfacing, utilities and other existing assets.
- B. CONTRACTOR shall take measures to insure that debris does not enter any of the OWNER'S facilities (including but not limited to sanitary and storm sewers, valve vaults and boxes). If debris does enter these facilities, the CONTRACTOR shall take immediate corrective action to remove all of the debris.

2.07 SECURITY

- A. Security will not be provided by OWNER.
- B. CONTRACTOR shall be held responsible for loss or injury to persons or property where his work is involved, and shall provide such security and take such precautionary measures as deemed necessary to protect CONTRACTOR'S and OWNER'S interests.

2.08 TEMPORARY PARKING

- A. Make arrangements for parking area for employee's vehicles.
- B. Costs involved in obtaining this parking area shall be borne by CONTRACTOR.
- C. There shall be no parking on construction site unless designated or approved by OWNER.

2.09 TEMPORARY FENCING

- A. Provide temporary fencing sufficient to prevent trespass by public into active construction areas as specified in Traffic Regulation Section.
- B. Materials shall be sufficiently durable to be effective for the duration of the work.

PART 3 EXECUTION

3.01 GENERAL

- A. Provide and operate systems to ensure continuous service.
- B. Modify and extend systems as work progress requires.

3.02 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore existing or permanent facilities used for temporary services to specified, or to original, condition.

* * * END OF SECTION * * *

SECTION 01560

PROTECTION OF ENVIRONMENT

PART 1 GENERAL

1.01 DESCRIPTION

- A. CONTRACTOR, in executing work, shall maintain work areas on- and off-site free from environmental pollution that would be in violation of any federal, state or local regulations.

1.02 PROTECTION OF SEWERS

- A. Take adequate measures to prevent impairment of operation of existing sewer systems. Prevent construction material, earth, or other debris from entering sewers or sewer structures.

1.03 PROTECTION OF WATERWAYS

- A. Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river or wetland by dumping of refuse, rubbish, dredge material or debris therein.
- B. Comply with procedures outlined in U.S. EPA manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-R2-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," Manual EPA 430/9-73-007.

1.04 DISPOSAL OF EXCESS EXCAVATED AND OTHER WASTE MATERIALS

- A. Dispose of excess excavated material and other waste material in a lawful manner.

1.05 PROTECTION OF AIR QUALITY

- A. Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by CONTRACTORS, and encouraging shutdown of motorized equipment not actually in use.
- B. Trash burning will not be permitted on construction site.

1.06 USE OF CHEMICALS

- A. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
- B. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.

1.07

NOISE AND DUST CONTROL

- A. Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances.
- B. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust.
- C. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines.
- D. Line storage bins and hoppers with material that will deaden sounds.
- E. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

* * * END OF SECTION * * *

SECTION 01570

TRAFFIC REGULATION

PART 1 GENERAL

1.01 DESCRIPTION

- A. Sidewalks will be closed to pedestrians during construction and Village Streets will remain open to vehicular traffic during construction with no detour. The CONTRACTOR shall use the proper traffic control and protection devices as approved by the OWNER'S REPRESENTATIVE in order to keep unauthorized vehicles out of the construction site.
- B. Provide, install and maintain items such as barricades, beacons warning signs, temporary pavement markings, lane delineators, temporary fencing, flagpersons and other appurtenances to protect pedestrian traffic, vehicular traffic, and CONTRACTOR'S own work forces during construction operations as described in Specification section.
- C. Remove temporary equipment and facilities when no longer required; restore area to original condition.

1.02 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies:
 - 1. Occupational Safety and Health Act (OSHA) applicable provisions.
- B. Reference Standards:
 - 1. Illinois Department of Transportation
 - a. Standard Specifications for Road and Bridge Construction - January 1, 2007 (IDOTSPECS).
 - 2. Illinois Department of Transportation. Bureau of Design.
 - a. Highway Standards (ILHWSTDS).
 - 3. Illinois Department of Transportation. Bureau of Local Roads.
 - a. BLR Standard 17-3 - Standard Design Typical Application of Traffic Control Devices for Day Labor Construction on Rural Local Highways.
 - b. BLR Standard 21-6 - Standard Design Typical Application of Traffic Control Devices for Contract Construction on Rural Local Highways.

1.03 SUBMITTALS

- A. If lane or road closures are required on streets then CONTRACTOR must submit Traffic Control Schedule:
1. Submit traffic control schedule of street and walkway closings, partial closings and detours prior to implementation.
 2. Submit updates as necessary to keep OWNER fully informed of traffic routing.
 3. OWNER will review schedules and updates only for maintenance of adequate traffic patterns within and through construction areas.
 - a. OWNER'S review and acceptance shall not be construed as confirming adequacy of protection measure proposed.
 - b. OWNER will notify residents of construction schedules and traffic plans. CONTRACTOR shall be solely responsible for full protection of public and CONTRACTOR'S own forces.
 4. Work will not be allowed until OWNER has reviewed and accepted traffic control schedules and updates as well as their implementation.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Traffic control materials shall conform to following:
1. IDOTSPECS Section 701.
 2. ILHWSTDS Section F.
 3. OSHA applicable provisions.

PART 3 EXECUTION

3.01 GENERAL

- A. Provide traffic control as outlined on the Standard Drawing (when applicable) and as described in this section.

3.02 TRAFFIC CONTROL SCHEDULE

- A. If required, prepare plan for pedestrian and vehicular traffic control compatible with construction procedures employed in each construction area. Incorporate proposed construction sequencing to form continuous traffic control schedule.
- B. If required, include detailed descriptions of proposed procedures for pedestrian and vehicular traffic routing and protection in immediate construction area and surrounding area during both working and non-working hours.

3.03 VEHICULAR TRAFFIC CONTROL

- A. Provide traffic control for work in or adjacent to streets and alleys as described.
- B. General Requirements:
 - 1. The minimum requirement for traffic control is described herein. CONTRACTOR shall institute any other measures necessary to ensure safety of vehicular and pedestrian traffic.
 - 2. For streets and alleys along or in which construction is occurring and for areas where construction vehicles are entering or leaving streets, warning signs informing traffic of construction activities ahead and restricting roadway to local traffic only shall be posted.
 - 3. When it is necessary to completely close a street other than North Beach Access Road, as determined by the OWNER'S REPRESENTATIVE and approved by the OWNER, detour signs shall be posted under the supervision of the OWNER'S REPRESENTATIVE so that traffic can be properly rerouted around the construction site.
 - 4. For unpaved trenches and other disturbed areas in pavement: Provide flashing light barricades, Type I or II, to channelize traffic into undisturbed pavement.
 - 5. At cross-streets and alleys: Flashing light barricades, Type III, to screen off disturbed areas in trenches.
 - 6. Grade backfilled trenches uniformly to permit safe crossing by vehicles.
- C. During Working Hours:
 - 1. Sidewalks and cross-walks: Open to maximum practical extent.
 - 2. Two-lane streets: One lane continuously open in alternating directions controlled by flagpersons.
- D. During Non-Working Hours:
 - 1. Sidewalks and cross-walks: Open except for replacement of walks.
 - 2. Two-lane street: Both lanes continuously open.
- E. Barricade and warning sign arrangements shall conform to the following ILHWSTDS as minimum. The specific type of arrangement to be utilized shall be determined by OWNER'S REPRESENTATIVE.
 - 1. Full closure local traffic permitted BLR Standard 17-3.
 - 2. Full closure no traffic permitted BLR Standard 17-3.
 - 3. Full closure local traffic permitted BLR Standard 21-6.
 - 4. Full closure no traffic permitted BLR Standard 21-6.

- F. Provide more extensive warnings, markings and controls in areas having special local conditions such as:
1. High daily or hourly traffic volumes.
 2. Unusual turning patterns.
 3. Moderate to high pedestrian traffic.
 4. School zones.
 5. Hospitals or other emergency care facilities.
 6. Police, fire, ambulance, civil defense or other emergency services.
 7. Public works facilities.
- G. Specific Requirements:
1. Maintain the following throughout the duration of the work.
 - a. Two-way traffic at all times.
 - b. During working hours as construction crosses road, maintain two-way traffic, one lane open with flagpersons to alternate traffic flow.
 - c. Parking restricted where necessary.

3.04 PEDESTRIAN TRAFFIC CONTROL

- A. The minimum requirements for pedestrian traffic control are described herein. CONTRACTOR shall institute the requirements and any other measures necessary to protect pedestrians and residents from construction operations and from vehicular traffic traveling through construction area.
- B. During working hours, provide Type I or II barricades to protect public from open excavations, wet paint, wet concrete, other construction operations, stockpiled materials, construction equipment and vehicular traffic.
- C. Control excavation operations so size of open excavation at end of each work day is minimum as specified in Section 02200.
- D. Upon stopping construction operations for the day, provide and install temporary fencing, 4 ft. high minimum around open excavations and rough terrain areas. Lock and shutter construction equipment.
- E. Grade backfilled trenches uniformly to permit safe crossing by pedestrians.

3.05 TRAFFIC CONTROL FOR CONTRACTOR'S EQUIPMENT, INCIDENTAL TO CONTRACT

- A. Operate construction equipment in accordance with applicable traffic laws and safety regulations.
- B. Equip equipment with warning lights and audible warning devices as minimum.
- C. Where equipment enters or leaves public roadways, provide warning signs and barricades. In moderate and high vehicular traffic volume areas, provide flagpersons or temporary traffic signals to control traffic and aid travel of construction equipment. In moderate or high pedestrian traffic areas, provide flagpersons to control traffic.

* * * END OF SECTION * * *

SECTION 01700

CONTRACT CLOSEOUT

PART I GENERAL

1.01 DESCRIPTION

- A. This section describes an orderly and efficient transfer of the completed work to the OWNER.

1.02 QUALITY ASSURANCE

- A. Prior to requesting inspection by the OWNER'S REPRESENTATIVE, use adequate means to assure that the work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.03 PROCEDURES

- A. Substantial completion:

1. Follow the procedures outlined in Paragraphs 14.04.A. through 14.04.D. of the Supplementary Conditions.

- B. Final completion:

1. Prepare and submit the notice required by the first sentence of Paragraph 14.06.A. of the General Conditions.
2. Verify that the work is complete including, but not necessarily limited to the items mentioned in Paragraph 14.07.A. of the General Conditions.
3. Certify that:
 - a. Contract Documents have been reviewed;
 - b. Work has been inspected for compliance with the Contract Documents;
 - c. Work has been completed in accordance with the Contract Documents;
 - d. Work has been tested as required;
 - e. Work is completed and ready for final inspection.
4. The OWNER'S REPRESENTATIVE will make an inspection to verify status of completion.
5. Should the OWNER'S REPRESENTATIVE determine that the work is incomplete or defective:
 - a. The OWNER'S REPRESENTATIVE will promptly so notify the CONTRACTOR, in writing, listing the incomplete or defective work;

- b. Remedy the deficiencies promptly and notify the OWNER'S REPRESENTATIVE when ready for reinspection.
 6. When the OWNER'S REPRESENTATIVE determines that the work is acceptable under the Contract Documents, he will request the CONTRACTOR to make closeout submittals.
- C. Project Closeout and Final Submittals include, but are not necessarily limited to:
 1. A final statement of accounting to be submitted by the CONTRACTOR to the OWNER'S REPRESENTATIVE, showing all adjustments to the Contract Sum. The OWNER'S REPRESENTATIVE will prepare a Final Pay Request to be submitted to the OWNER. Accompanying this Final Pay Request will be evidence of payment and final waivers of lien from the CONTRACTOR, subcontractors and material suppliers.

* * * END OF SECTION * * *

Section 03050 - CONCRETE
**SPECIFICATIONS FOR THE REMOVAL & INSTALLATION OF CURB,
GUTTER, COMBINATION CURB & GUTTER AND SIDEWALK; AND STREET
REPAIRS IN THE VILLAGE OF FRANKLIN PARK, ILLINOIS**

Part 1 GENERAL

1.1 Summary

All labor material, equipment and tools necessary for the construction of all concrete curbs, gutters, combination curb and gutters, sidewalk driveway/apron and street repairs shall be furnished and placed in accordance with the Standard Specification for Road and Bridge Construction, Adopted January 1, 2010 and Supplemental Specifications and Recurring Special Provisions, most current edition, published by the Illinois Department of Transportation.

The successful Contractor will be given a list of locations, type of work required at each location, and approximate quantities. These locations will also be marked in the field by the Village prior to the start of construction. Basis of payment will be as specified in Sections 01025 and this Section.

1.2 System Description

**A. REMOVAL OF EXISTING CURB, GUTTER, COMBINATION CURB
AND GUTTER, DRIVEWAY/APRON AND SIDEWALK.**

Description: This work shall consist of the removal and satisfactory disposal of all existing curb, gutter, combination curb and gutter, sidewalk and driveway/aprons at various locations in the Village.

These locations shall be as directed by the Director of Inspectional Services of the Village of Franklin Park (herein referred to as the Owner's Representative) and may consist of as little as fifteen (15) square feet of sidewalk, driveway/apron and four (4) lineal feet of curb and/or gutter at each location.

1.0 Construction Requirements

Existing curb, gutter, combination curb and gutter, driveway pavement and sidewalk which interface with construction or form work shall be removed only with the specific approval of the Owner's Representative.

In removing sidewalk, driveway/apron, curb, gutter and curb and gutter provisions shall be made for satisfactory transition between replacements and the portion remaining in place. The Contractor shall saw to a minimum depth of two (2") inches, the joint between the portion of the improvement removed and that left in place, with a concrete sawing machine to prevent the surface from spalling

when the concrete is broken out. This work shall be done in such a manner that a straight joint will be secured. When placing new concrete adjacent to concrete remaining in place preformed expansion joint filler shall be used.

It shall be the responsibility of the Contractor to determine the thickness of the existing pavement, curb, gutter, combination curb and gutter, driveway/apron and sidewalk to be removed and the extent to which it is reinforced. No additional compensation will be allowed because of variations from the assumed thickness or from the thickness shown on any plans, or for variations in the amount of reinforcement.

Existing curb, gutter, combination curb and gutter, driveway/apron, and sidewalk that is to be removed and placed in embankments shall be broken into pieces not to exceed approximately two (2) square feet for any area of the surface. Unless excavation below the items being removed is required by any plans or the Owner's Representative, no compensation will be allowed for furnishing and placing material required for replacing the excavation made below the items being removed. The excavated space shall be filled with material satisfactory to the Owner's Representative and placed in accordance with the Standard Specifications and Supplemental Specifications.

2.0 Disposal of Material

The broken concrete shall be disposed off-site by the Contractor at his expense at a licensed landfill or recycling center.

3.0 Method of Measurement

Curb removal, gutter removal and combination curb and gutter removal shall be measured for payment in lineal feet and sidewalk and driveway/apron removal shall be measured for payment in square feet of surface. Class "C" pavement patching removal will be incidental to the patch replacement. Base and stabilized sub-base shall not be measured for payment.

4.0 Basis of Payment

This work shall be paid for at the contract unit price as follows: curb removal, gutter removal and combination curb and gutter removal per lineal foot; and sidewalk and driveway/apron per square foot, measured as specified herein. The unit prices shall be in full for all concrete sawing, removal, disposal, etc.

B. REPLACEMENT OF CONCRETE CURB, GUTTER, COMBINATION CURB AND GUTTER, AND SIDEWALK AND DRIVEWAY/APRON AND CLASS "C" PATCHING STREET REPAIRS

Description: This work shall consist of concrete curbs, concrete gutter, combination curb and gutter, concrete sidewalks, driveway/aprons, and concrete street repairs, placed on earth or other subgrade at various locations in the Village.

These locations shall be as directed by the Owner's Representative and may consist of as little as fifteen (15) square feet of sidewalk or driveway/apron and four (4') lineal feet of curb and/or gutter. The CONTRACTOR must inform the Field Representative of any differences between the locations marked and those outlined in the location schedule before proceeding.

Part 2 MATERIALS

All materials shall meet the requirements of Section 420 (Pavement), Section 423 (Driveway Pavement), and Section 424 (Sidewalk) of the Standard Specifications and Supplemental Specifications thereof.

2.1 Concrete

Concrete shall be Class PV or SI per Section 1020 of the Standard Specifications and contain not less than size (6) sacks (bags) of cement per cubic yard of concrete, and shall contain not less than five (5%) percent nor more than eight (8%) percent of entrained air. Slump shall be not less than two (2") inches nor more than four (4") inches. The concrete shall have a minimum fourteen day compressive strength of 3500 pounds per square inch when tested by standard methods. All concrete used shall be subject to satisfactory inspection by the Owner's Representative.

2.2 Preformed Expansion Joint Fillers

Preformed expansion joint fillers shall meet the requirements of Section 1051 of the Standard Specifications.

2.3 Reinforcing

Reinforcing shall meet the sizes of that which was removed under Section A of this specification. Replacement reinforcing shall meet the material requirements of the Standard Specifications.

2.4 Curing Portland Cement Concrete

2.4.1 Curing

After the concrete has been finished and immediately after the water sheen has disappeared from the surface of the concrete, the surface shall be sealed with membrane curing compound described in Section 1020.13 (a) (4) of the

Standard Specifications. The seal shall be maintained for the specified curing period. The edges of the concrete shall, likewise be sealed immediately after the forms are removed. Two separate applications, applied at least one minute apart, each at the rate of not less than one gallon to an area of 250 square feet will be required upon the surfaces and edges of the concrete. These applications shall be made with the mechanical equipment specified in the Standard Specifications. The curing period shall be at least 72 hours.

At locations where the coating is discontinuous or where pin holes show or where the coating is damaged due to any cause and on areas adjacent to sawed joints, immediately after sawing is completed an additional coating of membrane curing compound shall be applied at the rate of one gallon for each 250 square feet. The equipment used may be of the same type as that used for coating variable widths of pavement. Before the additional coating is applied adjacent to sawed joints, the cut faces of the joint shall be protected by inserting a suitable flexible material in the joint, or placing an adhesive width of impermeable material over the joint, or by placing the permanent sealing compound in the joint. Material, other than the permanent sealing compound, used to protect the cut faces of the joint, shall remain in place for the duration of the curing period. In lieu of applying the additional coating, the area of the sawed joint may be cured in accordance with any other method of permitted by the Standard Specifications. No additional compensation will be allowed the Contractor for material or labor required to perform this work.

If, before an application of membrane curing compound has dried, rain occurs and the coating is damaged, another application shall be made in the same manner and at the same rate as the original cost. No additional compensation will be allowed the Contractor for material or labor required to perform this work.

The Owner's Representative may order curing by another method specified in the Standard Specification if unsatisfactory results are obtained with membrane curing compound.

2.4.2 Cold Weather Protection

When the Official National Weather Service Forecast for the construction area predicts a low of 32° F., or lower, or if the actual temperature drops to 32°F., or lower, concrete less than 72 hours old shall be provided at least the following protection:

| Minimum Temperature | Protection |
|---------------------|------------|
|---------------------|------------|

| | |
|--------------------|--|
| 25° through 32° F. | 2 layers of polyethylene sheeting or 1 layer of polyethylene and 1 layer of burlap, or 2 layers of waterproof paper. |
| Below 25° F. | 6 inches of straw covered with 1 layer of polyethylene sheeting or waterproof paper. |

These protective covers shall remain in place until the concrete is at least 96 hours old. When straw is required on pavement cured with membrane cured compound, the compound shall be covered with a layer of burlap, polyethylene sheeting or waterproof paper before the straw is applied.

Regardless of the precautions taken, the Contractor shall be responsible for protection of the concrete placed and any concrete damaged by cold temperatures. Shall be removed and replaced by the Contractor at his/her own expense.

After October 15, there shall be available to the work within 4 hours sufficient clean, dry straw to cover at least two days production. Additional straw shall be provided as needed to afford the protection required by these Specifications.

2.5 Testing

The Owner's Representative or his/her authorized representative may order standard concrete cylinder or cores made of concrete deemed questionable by him. Such cylinders or cores shall be obtained and tested by a reputable testing laboratory approved by the Village. All costs and expenses of such laboratory tests shall be paid for by the Contractor.

Part 3 EXECUTION

3.1 Sidewalks

3.1.1 Replacement of Existing Sidewalks

Existing sidewalks designated for removal shall be removed in accordance with Section A of this specification.

3.1.2 Construction of New Sidewalks

During excavation, all unsuitable material such as black dirt, broken concrete, spoil or any other material deemed unsatisfactory by the Owner's Representative shall be removed from the sidewalk area and a satisfactory subgrade established. Fill under sidewalks shall consist of a minimum of three (3") inches of tamped or rolled gravel, or crushed stone, satisfactory to the Owner's Representative.

3.1.3 Construction

All walks constructed in front of and siding residentially zoned property shall be five (5") inches in thickness. Walk constructed in front of and siding business or industrial zoned property shall be six (6') feet in width and five (5") inches in thickness. Location of sidewalks shall be one (1') foot streetward from the right of way line, unless otherwise authorized by the Owner's Representative or his/her authorized representative. The standard grade for sidewalk shall be at a slope not less than one-half (1/2") inch per foot of parkway width where curb is existing. Where conditions require, this standard may be modified as directed by the Owner's Representative or his/her authorized representative. Where no curbs exist, the grade shall be established by the Village.

3.1.4 Subgrade Preparation

Preparation of sidewalk areas shall consist of excavation to and preparation of subgrade and the placement of two inches (2") of CA-6 aggregate compacted in accordance with Article 213.05 of the "Standard Specifications". The subgrade shall be tamped or rolled until thoroughly compacted. At locations where sidewalk is constructed at entrances, the sidewalk shall be thickened to the thickness of the adjacent entrance or driveway pavement. This work shall be considered incidental, and no additional compensation will be allowed.

3.1.5 Forms

Side forms shall be of lumber not less than 2 inch nominal thickness or of steel of equal rigidity. They shall be held securely in place by stakes or braces, with the top edges true to line and grade. Forms for the sidewalk aprons shall be set so that the slab will have a uniform fall between the sidewalk proper and the curb grade.

3.1.6 Placing and finishing

The subgrade shall be moistened just before the concrete is placed. The concrete shall be placed in successive batches for the entire width of the slab, struck-off, consolidated and finished to a true and even surface with floats and trowels. The final troweling shall be done with a wooden float,

leaving an even surface. Steel trowels shall not be permitted. After the water sheen has disappeared, the surface shall be given a final brushing with a whitewash brush. The brush shall be drawn across the sidewalk at right angles to the edges of the walk, with adjacent strokes slightly overlapping, producing a uniform, slightly roughened surface with parallel brush marks.

The surface shall be divided by grooves constructed at right angles to the centerline of the sidewalk. These grooves shall extend to $\frac{1}{4}$ the depth of the sidewalk, shall be not less than $\frac{1}{8}$ inch nor more than $\frac{1}{4}$ inch in width, and shall be edged with an edging tool having a $\frac{1}{4}$ inch radius. No slab shall be longer than 6 feet nor less than 4 feet on any one side, unless otherwise ordered by the Owner's Representative. The edges of the slabs shall be edged as described above.

3.1.7 Expansion Joints

Expansion joints of the thickness specified below shall consist of preformed joint filler. The top of the joint shall be placed $\frac{1}{4}$ inch below the surface of the sidewalk.

- (a) One-half Inch Thick Expansion Joints. Expansion joints $\frac{1}{2}$ inch thick shall be placed between the sidewalk and all structures such as light standards, traffic light standards, and traffic poles which extend through the sidewalk.
- (b) Three-Fourth Inch Thick Expansion Joints. Expansion joints $\frac{3}{4}$ inch thick shall be placed at intervals of not more than 100 feet in the sidewalk. Where the sidewalk is constructed adjacent to pavement or curb having expansion joints, the expansion joints in the sidewalk shall be placed opposite the existing expansion joints as nearly as practicable. Expansion joints shall also be placed where the sidewalk abuts existing sidewalks, and between sidewalk and curbs where the sidewalk abuts a curb.

3.1.8 Curing and Protection

Curing and protection shall be in accordance with Section B.2.0.

3.1.9 Backfill

After the concrete has been cured, the spaces along the edges of the sidewalk construction operations shall be backfilled to the required elevation with approved material, topsoil and sod. The material shall then be compacted until firm, and the surface neatly graded.

3.1.10 Disposal of Surplus Material

Surplus or waste material resulting from the sidewalk construction operations shall be disposed of by the Contractor, at his/her own expense, in accordance with Section A.2.0.

3.1.11 Additional Construction Methods

The CONTRACTOR shall be responsible for repairing any damage caused to private property or to sod, landscaping, trees, street lights, or other public property in parkway. Existing sod in the way of the work may be carefully removed by cutting the sod full depth and below the root level, and placing the removed section out of the way of the work. The removed sod is to be kept moist and in a healthy condition until it is replaced. Prior to replacement, the contractor shall place approved top soil at the location of restoration as determined by the Owner's Representative.

The Contractor may also restore the disturbed area with SODDING, SPECIAL. The cost of restoring the disturbed sod, with the existing sod or SODDING, SPECIAL shall be considered incidental to the unit price of PORTLAND CEMENT CONCRETE SIDEWALK, 5". No seeding shall be permitted.

All forms shall be removed within 48 hours after each pour. If the CONTRACTOR fails to remove the forms after written notice from the Village's Field Representative, the Village will charge the CONTRACTOR \$25.00 per location per day.

The CONTRACTOR must inform the Field Representative of any differences between the locations marked and those outlined in the location schedule before proceeding.

Sidewalk depth, where driveways are built across sidewalk space shall be six inches (6"). Only at locations where driveways cross sidewalks will work be paid for by this formula:

$$\text{Adjusted Area (S.F.)} = \text{Actual Area (S.F.)} \times 1.20$$

Automatic lawn sprinkling systems exist in some locations. Any necessary protection, removal, replacement with new materials, replacement of any damaged landscaping as a result of the system being out of operation will be the full responsibility of the CONTRACTOR and will be an incidental to the cost of the installation of new sidewalk.

Curb Ramps. The CONTRACTOR shall construct sidewalk ramps for the handicapped in accordance with Section 424.08 of the "Standard Specifications" and the Standard Details. Ramps shall be constructed at locations so designated by the OWNER'S REPRESENTATIVE. The

OWNER'S REPRESENTATIVE shall determine which type of ramp shall be constructed at each location. All ramps will be constructed with the ramp texture detail shown on Standard 424001-05.

This work shall be paid for at the contract unit prices per square foot for PORTLAND CEMENT CONCRETE SIDEWALK, 5".

The installation of depressed curb (see Standard 424001-05) for handicapped ramps will be measured for payment at the contract unit price of COMBINATION CURB AND GUTTER.

3.1.12 Method of Measurement

Portland Cement Concrete Sidewalk will be measured in place, and the area computed in square feet.

3.1.13 Basis of Payment

This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK, measured as specified herein, which price shall also include all required expansion joints, suitable base material, curing compound, pavement patching and landscaping.

3.2 Curb and Gutter

3.2.1 Replacement of Existing Curb, Curb and Gutter

Existing curb and combination curb and gutter designated for removal shall be removed in accordance with Section A of this specification.

3.2.2 Construction

The curb or curb and gutter installed shall meet the cross section of that which was removed.

All concrete curbs at curves shall have two (2) 5/8" reinforcing bars. All concrete curbs where crossing over building service sewer or water service lines shall have two (2) 5/8" reinforcing steel bars.

3.2.3 Subgrade preparation

The subgrade shall be tamped until thoroughly compacted. Where additional granular subbase is required it shall be Type B per Section 311 of the Standard Specifications and extend from six (6") inches back of the

proposed curb. The subbase shall be spread, rolled (where possible) and compacted to a thickness of four (4") inches.

3.2.4 Forms

The forms shall be of wood or metal, straight and free from warp, and of sufficient strength to resist springing during the process of depositing the concrete against them. Wood forms shall consist of 2-inch surface plank, except wood forms less than 2-inches thick may be used for short radii. Metal forms shall be of approved section and shall have a flat surface on the top. Forms shall be so designed that divider plates or other devices for holding the form in place will not cause planes of weakness in the concrete and subsequent cracking. The forms shall be of a depth equal to the depth of the curbing, median or paved ditch, and so designed as to permit secure fastening together at the tops.

Forms shall be securely staked, braced, held firmly to the required line and grade, and shall be sufficiently tight to prevent leakage of mortar. All forms shall be cleaned and oiled before the concrete is placed against them.

3.2.5 Mixing and Placing Concrete

The concrete shall be placed on a moist subgrade, deposited to the proper depth, tamped and spaded or mechanically vibrated sufficiently to bring the mortar to the surface, after which it shall be finished smooth and even. Before the concrete is given the final finishing, the surface of the curb or curb and gutter, will be checked with a 10-foot straightedge, and any irregularities of more than 1/4 inch in 10 feet shall be eliminated.

3.2.6 Joints

(a) Construction joints shall be installed in the curb and/or gutter every twenty-five (25') feet. The joints between sections shall be formed either by steel templates 1/8 inch in thickness, of a length equal to the width of the gutter or curb, and with a depth which will penetrate at least 2 inches below the surface of the curb and gutter; or with 3/4 inch thick preformed expansion joint filler cut to the exact cross section of the curb or gutter; or by sawing to a depth of at least 2 inches while the concrete is between 4 to 24 hours old. If steel templates are used, they shall be left in place until the concrete has set sufficiently to hold its shape, but shall be removed while the forms are still in place.

(b) Expansion joints shall be installed in the curb and/or gutter at a maximum of every one hundred (100') feet and where abutting existing curb or curb and gutter. The joints are to contain three-quarter (3/4") inch

performed expansion joint filler in accordance with the Standard Specifications.

(c) Longitudinal curb preformed joints shall be installed at points where the proposed or existing sidewalks or driveway pavement occupies the entire space between the proposed curb and an adjacent building or permanent structure. A one-inch preformed expansion joint shall be placed between the sidewalk or driveway pavement and the proposed curb. The expansion joint material shall extend the entire depth of the sidewalk or driveway pavement, or to such depth as will allow one-inch expansion between the proposed curb and adjacent sidewalk, or driveway pavement.

3.2.7 Finishing

The forms shall be removed within 24 hours after the concrete has been placed. Minor defects shall be filled with mortar composed of one part of Portland cement and two parts of fine aggregate. The exposed surfaces of concrete curb, gutter or combination curb and gutter, shall be finished smooth and even, and given a light brush finish, while the concrete is still green. The edges shall be rounded with approved finishing tools to match the shape of existing curb or curb and gutter.

3.2.8 Curing and protection

Shall be in accordance with Sections B.2.1 and B.2.2 of this specification.

3.2.9 Backfill

After the concrete has set sufficiently, the spaces in front and back of the gutter, curb or combination curb and gutter, shall be refilled to the required elevation with suitable material which shall be compacted until firm and solid and neatly graded.

3.2.10 Restoration

The CONTRACTOR shall be responsible for repairing any damage caused to existing pavement, private property or to sod, landscaping, trees, street lights, or other public property in parkway. Existing sod in the way of the work may be carefully removed by cutting the sod full depth and below the root level, and placing the removed section out of the way of the work. The removed sod is to be kept moist and in a healthy condition until it is replaced. Prior to replacement, the contractor shall place approved top soil at the location of restoration as determined by the Owner's Representative.

The Contractor may also restore the disturbed area with SODDING, SPECIAL. The cost of restoring the disturbed sod, with the existing sod or SODDING, SPECIAL shall be considered incidental to the unit price of COMBINATION CURB AND GUTTER. No seeding shall be permitted.

All forms shall be removed within 48 hours after each pour. If the CONTRACTOR fails to remove the forms after written notice from the Owner's Representative, the Village will charge the CONTRACTOR \$25.00 per location per day.

The contractor will be responsible for patching all pavement removed for constructing new curb. The pavement patch will match existing pavement. The cost for this patching will be incidental to the unit price of COMBINATION CURB AND GUTTER.

3.2.10 Method of Measurement

Concrete curb, concrete gutter or combination concrete curb and gutter will be measured in place. Concrete Curb, concrete gutter and combination concrete curb and gutter will be measured in lineal feet in the flow line of the gutter and along the face of the concrete curb, which measurement will include drainage structures incorporated in the various curbs, curb and gutter and gutter.

3.2.11 Basis of Payment

This work will be paid for at the contract unit price per lineal foot, measured as specified, for CONCRETE CURB, CONCRETE GUTTER AND COMBINATION CONCRETE CURB AND GUTTER, of the type specified, which price shall include payment for furnishing and installing all joints, suitable base material, pavement patching, and landscaping as required.

3.3 Class "C" Patching (Street Repairs)

3.3.1 Subgrade Preparation

All street openings are filled with gravel. The contractor shall remove enough stone so that the concrete patch material will extend at least four (4") inches horizontally and two (2") inches vertically into the existing base course of the street. The subgrade will then be compacted.

3.3.2 Placing

The subgrade shall be moistened and the street opening filled with concrete and finished to match surrounding pavement or to within two (2") inches of

the road surface. Reinforcement is not required for street repairs. Final blacktop course will be done by others.

3.3.3 Disposal of surplus material

Surplus or waste material resulting from the street repair operation shall be disposed of by the Contractor in accordance with Section A. 2.0 of this specification.

3.3.4 Method of Measurement

Class "C" Patching Street repairs will be measured in place and the area computed in square yards.

3.3.5 Basis of Payment

This work will be paid for at the contract unit price per square yards for CLASS "C" PATCHING, measured as specified herein.

3.4 Driveway/Apron

3.4.1 Municipal Driveway/Apron

Driveway and apron installation or replacement is required at various Municipal buildings. Disposal shall be per A.2..

3.4.1.1 Concrete

Concrete shall be 3,500 psi 14 day strength. Material batch tickets must be provided. Curing and cold weather protection shall be as detailed in B.2.1 and B.2.2. Joints shall be placed as directed by the Owner's Representative and meet the construction detail outlined in B.3.6 and B.3.7.

3.4.1.2 Reinforcing

Reinforcing shall be provided throughout and consist of 6 X 6 X ¼ X ¼ welded wire fabric, flat sheets top and bottom. Support bottom layer of reinforcing with bricks on 3' centers. Top layer can be added during pour.

3.4.1.3 Subgrade Preparation

The subgrade shall be thoroughly compacted. Provide 8" of granular base Type B per the Standard Specifications, and thoroughly vibrated to provide compaction.

3.4.2 Other Driveway/Apron

Driveway and apron repairs shall meet the requirements for sidewalk construction except that the concrete placed will have a thickness of six (6") inches.

3.4.3 Restoration

The CONTRACTOR shall be responsible for repairing any damage caused to private property or to sod, landscaping, trees, street lights, or other public property in parkway. Existing sod in the way of the work may be carefully removed by cutting the sod full depth and below the root level, and placing the removed section out of the way of the work. The removed sod is to be kept moist and in a healthy condition until it is replaced. Prior to replacement, the contractor shall place approved top soil at the location of restoration as determined by the Owner's Representative.

The Contractor may also restore the disturbed area with SODDING, SPECIAL. The cost of restoring the disturbed sod, with the existing sod or SODDING, SPECIAL shall be considered incidental to the unit price of DRIVEWAY/APRON PAVEMENT. No seeding shall be permitted.

All forms shall be removed within 48 hours after each pour. If the CONTRACTOR fails to remove the forms after written notice from the Owner's Representative, the Village will charge the CONTRACTOR \$25.00 per location per day.

3.4.4 Method of Measurement

Driveway and apron will be measured in place, and the area computed in square yard.

3.4.5 Basis of Payment

This work will be paid for at the contract unit price per square foot for driveway and apron, measured as specified herein, which price shall include all required expansion joint, subbase preparation, base material, and restoration.

3.5 SODDING SPECIAL (INCIDENTAL TO PAY ITEMS)

This work shall consist of topsoil stripping, excavation to proposed subgrade elevations, preparing the ground surface to include weed removal, furnishing and applying topsoil to a four inch (4") depth, fertilizing the areas

to be sodded, and furnishing and placing sod and legal disposal of excess material only at locations to be specified by the OWNER'S REPRESENTATIVE. All work shall be in accordance with the applicable portions of Sections 202, 211, 212 and 252 of the Standard Specifications.

3.5.1 ADD the following to Article 252.01 Description.

To be acceptable, the sod shall be in a live, healthy condition and be knitted to the soil. Sod shall be growing in place for forty-five (45) days prior to measurement. Only sod that is acceptable will be measured for payment.

3.5.2 ADD the following to Article 252.03 – Ground Preparation.

The placement of top soil shall include excavating and grading the area between the curb and the sidewalk to a depth of four inches (4") below a line connecting the top of the curb and the top of the sidewalk, disposing of the material removed and placing top soil on the space so prepared, raked and ready for sodding. The top soil shall be free from quack grass and weeds and shall be approved by the OWNER'S REPRESENTATIVE before placing. Existing sidewalks, curbs and trees, where the same are not to be removed, shall be protected from damage. One rolling of the entire surface of the soil shall be made.

3.5.3 ADD the following to Article 252.04

Under no condition shall sodding take place during the months of July and August. Sod shall be in a moist condition at the time of cutting and shall be kept in a moist condition until it is placed.

3.5.4 ADD the following to Article 252.06 – Placing Sod.

The placement of sodding shall consist of preparing the ground surface and furnishing, transporting, and placing sod and fertilizer required in the sodding operations.

180 pounds of fertilizer nutrients per acre shall be applied at rate of 5:3:2 ratios as follows:

| | |
|---------------------------------|--------------|
| Nitrogen Fertilizer Nutrients | 90 Lbs./Acre |
| Phosphorus Fertilizer Nutrients | 54 Lbs./Acre |
| Potassium Fertilizer Nutrients | 36 Lbs./Acre |

Fertilizer having an analysis of 10-6-4 or having a different analysis but still meeting the 5-3-2 ratio requirements, shall be applied at such a rate that each acre to be sodded shall receive a total of 180 pounds of the three (3)

nutrients specified. The fertilizer nutrient will not be paid for separately, but shall be incidental to the concrete pay items.

3.5.5 ADD the following to Article 644.08 – Sod Watering

Within four (4) hours after sod has been placed five (5) gallons of water per square yard shall be applied and rolling of the entire surface of sod shall be made.

Thereafter, on days designated by the OWNER’S REPRESENTATIVE, additional water shall be applied at the rate of three (3) gallons per square yard. The number of additional applications shall not exceed seven (7) and these applications will be required within forty-five (45) days growing period after the sod has been placed.

If the CONTRACTOR does not water the sod within twenty-four (24) hours after notification by the OWNER’S REPRESENTATIVE during the forty-five (45) day growing period, the Village reserves the right to engage another CONTRACTOR to water the sod and the cost thereof will be deducted from the monies payable to the CONTRACTOR.

The CONTRACTOR will not be relieved in any way of the responsibility for defective sod or unsatisfactory growing of sod due to the hiring of another CONTRACTOR by the Village for watering the sod.

3.5.6 Measurement and payment

This work shall not be measured or paid separately but will be considered incidental to the completion of the unit price pay items.

**** END OF SECTION ****