



City of Wheaton, Illinois

City of Wheaton
303 W. Wesley Street
Wheaton, IL 60187-0727
630-260-2000

www.wheaton.il.us

Construction Services: Parking Lot Renovation City Hall; Police; Library; Metra Lot 10

Requesting: Bids (3 originals compiled as described within)
Issue Date: March 2016

Mandatory Pre-Bid Meeting: none (All work sites are available to the public)

Last Date for Questions: Wednesday, March 30, 2016 end of business

Response Required: Thursday, April 7, 2016 prior to 10:00am local time

Public Bid Opening: Friday, April 8, 2016 10:00am local time

Location: City Hall Council Chambers; 303 West Wesley St.; Wheaton, IL

Time Frame: completion prior to September 2, 2016

Enclosures: General Instructions Regarding the Solicitation of Contracted Services

General Terms and Conditions for Contracted Services

Special Terms and Conditions for Contracted Services

Special Provisions and Plans

*Forms Provided for Submitting this formal Offer**

Proposal Page

Certification of Compliance

Contractor Submittal Requirements

Customized Mailing Label for Sealed Submittal

Agreement Document (if you are awarded the work/order)

Standard Contracted Services Agreement

Note: Illinois Prevailing Wage Act 820 ILCS DOES apply

All questions concerning this solicitation shall be via e-mail to the Procurement Officer and received no later than time stated above. A written response in the form of a public addendum will be published and forwarded to qualified proposers.

Contact with anyone other than the Procurement Officer for matters relative to this solicitation during the solicitation process is prohibitive.

Contacts for this proposal:

Procurement Officer: Joan M. Schouten MBA CPIM CPPB; JSchouten@wheaton.il.us

GENERAL INSTRUCTIONS REGARDING THE SOLICITATION OF CONTRACTED SERVICES

Solicitations are open to all business firms actively engaged in providing the materials, equipment, and services specified and inferred. Active engagement will be verified via references.

Solicitation Process

Documents:

1. The City of Wheaton's website, www.wheaton.il.us/bids/ is the official source for all documents related to this solicitation. The City is not responsible for documents distributed by any other source.
2. It is the responsibility of the Bidder to seek clarification of any requirement that may not be clear. This includes a review of all solicitation documents.
3. All questions concerning this solicitation shall be submitted via e-mail to the attention of the Procurement Officer by the last date for questions as reflected on the cover page of this document. A written response in the form of a public addendum will be published on the City's website, www.wheaton.il.us/bids/.
4. Any interpretation, correction or change of the solicitation documents will be made by published Addendum. Interpretations, corrections and changes to the solicitation documents made in any other manner will not be binding. All addenda will be published on the City's website at <http://www.wheaton.il.us/bids/>. It is up to the Bidder to check this site for the most current addendum.
5. Bidders shall acknowledge the receipt of any addendum.

The Cone of Silence:

6. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
7. During the period beginning with the issuance of the solicitation document through the execution of the award document, bidders are prohibited from all communications regarding this solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials.
8. Any attempt by a bidder to influence a member or members of the aforementioned may be grounds to disqualify the bidder from participation in this solicitation.

Exceptions to the Cone of Silence:

9. Written communications directed to the Procurement Officer
10. All communications occurring at pre-bid meetings
11. Oral presentations during finalist interviews, negotiation proceedings, or site visits
12. Oral presentations before publicly noticed committee meetings
13. Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
14. Procurement of goods or services for Emergency situations

Investigation:

15. It shall be the responsibility of the Bidder to make any and all investigations necessary to become thoroughly informed of what is required and specified in the solicitation.
 - a. If the site of the work is an area restricted from the general public, a pre-bid meeting will be provided for all potential bidders to perform this inspection.
 - b. If the site of the work is an area open to the general public, the potential bidder may perform their inspection at a time of their choosing.

16. Bidder shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting the work and the detailed requirements of delivery, installation, or construction.
17. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist, as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

Offers:

18. Exceptions to specifications, requirements, Terms and Conditions must be clearly identified.
19. Offers including goods or equipment must include: Manufacturer's warranties and/or guarantees
20. Offers including service during the warranty/guarantee period must include, in writing, any restrictions and/or associated costs.
21. **QUOTES** are to be submitted via fax or e-mail. Verbal offers will not be accepted.
22. **FORMAL OFFERS** must be on the forms provided and compiled in the order stated Do not use binders, folders, tabs or papers larger than 8.5 x 11.
23. Delivery of an offer is acceptance of the City's requirements. Offers containing terms and conditions contrary to those specified, or taking exception to any of the Special Terms and Conditions, General Terms and Conditions, Specifications, or Addenda as stated by the City may be considered non-responsive.
24. The City shall not accept an offer which is based upon any other offer, contract, or reference to any other document or numbers not included in the solicitation documents.

Order of Precedence:

25. Wherever requirements are in conflict, the order of precedence shall be as follows: City Contract, City Specifications, City Special Terms and Conditions; City General Terms and Conditions,....
26. City requirements take precedence over Bidder's offer.

Signatures as Offer:

27. Under the conditions of the Uniform Commercial Code, the signing of the submittal by the bidder constitutes an offer. If accepted by the City, the offer becomes part of the contract.
28. Offers by
 - a. Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.
 - b. Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
 - c. By corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

Withdrawal of Offers:

29. Offers may be withdrawn at any time prior to the scheduled opening or due date. Requests to withdraw an offer shall be in writing, properly signed, and received by the Procurement Officer prior to the due date.
30. Offers may not be withdrawn after the due date without the approval of the Procurement Officer.
31. Negligence in preparing an offer confers no right of withdrawal after opening / due date.

Timeframe and Consequences:

32. Offers must be received before the designated time.
33. Offers received after the designated time will be returned to the sender without review. Offers received late that may be attributed to delays by overnight delivery services, or by delivery services trying to deliver when offices are closed, will be considered late and returned to the sender.
34. Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

Public Openings:

35. Formal offers by sealed envelope will be publicly opened at the time and location stated. The Procurement Officer shall read the name of the bidder, offered price, and note if deviations are stated. At the conclusion of the opening an apparent low bid will be announced. Award will be based on analysis of costs, deviations, city budget, and approval by City Council.

36. Results of Openings will be published on the City's website www.wheaton.il.us/bids/ within three business days.

37. Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to the solicitation process, to increase competition, and ways in which the City may achieve greater savings and increased transparency.

38. Despite the reading of offers at a public opening, if the offers are thence rejected and thus subject to rebid, the read results will not be published and will be exempt from FOIA requests.

Requirements

Brand Names or Equal:

39. Specifications are prepared to describe the goods and services which the City deems to be in its best interests to meet its performance requirements. These specifications shall be considered the minimum standards expected of the contractor.

40. If an offer does not indicate deviations or alternatives to the specifications, the City shall assume the offer is fully compliant with all specifications.

41. Specifications are not intended to exclude potential contractors. Any reference in the City's specifications to a brand name, manufacturer, trade name, catalog number or the like is descriptive, not restrictive, indicating materials that are satisfactory.

42. Consideration of other makes and models will be considered, provided the bidder submits a request for pre-approval by the Last Date for Questions stated on the cover page. Bidder should state exactly what he proposes and attach a cut sheet, illustration or other descriptive matter which will clearly indicate the character of the item. A written response in the form of a public addendum will be published on the City's website, www.wheaton.il.us/bids/.

Quantities:

43. All quantities represent an estimate of the quantity of the work to be done and/or materials to be ordered. It is given as a basis for comparison of offers and to determine the awarding of the contract.

44. The City does not expressly or by implication agree that the actual quantities involved will correspond to the published estimate. The bidder accepts that the quantities stated are estimates only and will not hold the City bound to said number.

45. The City reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interests of the City.

Bid Bonds:

46. The City may require a Bid Bond / Bid Deposit if so stated.

47. Bid Bonds / Bid Deposits are typically ten percent (10%) of the full contract price unless depicted otherwise.

48. If a Bid Deposit (preferred), it shall be submitted with the formal offer and be in the form of a certified check or a bank cashier's check made payable to the City of Wheaton. Checks will be retained by the City until an award is fully executed, at which time the checks will be promptly returned to the unsuccessful Bidders.

- The Bid Deposit check of the successful Bidder will be retained until the contract has been executed and all required documents, including a Performance Bond if requested, is received.
- The Bid Deposit check of the successful Bidder shall be forfeited to the City in the event that the Bidder withdraws its offer, or neglects, refuses or is unable to enter into a contract.

49. If Bidder chooses to use a Bid Bond, the Bid Bond must be in compliance with all bond requirements mandated by the State of Illinois.

Deviations to Requirements and Alternate Offers:

50. If the Bidder is unable to meet most of the specifications, but believes their product/work will meet the needs of the city, the Bidder should submit an Alternate Bid and include material specification sheets, performance data, or other documentation justifying consideration.
51. If a Bidder plans to submit multiple offers, each offer must be packaged separately and identified on the outer envelope and on the cover page of the offer in a way that can be differentiated from the other offer(s).
52. The Procurement Officer reserves the right to make the final determination of compliance or whether any deviation or alternate is of an equivalent or better quality and which offer can best meet the needs of the City. Such determination shall be incorporated within Purchasings' recommendation to the City Council.

Environmental Requirements:

53. The City is committed to becoming a sustainable city that conserves its use of resources to optimize efficiency and minimize waste. The City is committed to provide services in an equitable manner for present and future generations.
54. Recycled Content Products: It is in the City's interest to purchase products with the highest recycled material content feasible. The City requests that Bidders suggest recycled content products as alternatives.
55. Recycled Packing Material: The City desires that all shipping containers/packing material for equipment, materials and supplies delivered to the City contain no less than the specified minimum EPA percentage requirements of post consumer recycled content. Containers and packing material should show the recycled product logo and recycled content percentage information.
56. To help "Turn Wheaton Green", the bidders sustainability policy, as well as green initiatives for this specific solicitation, will be considered in the evaluation of the offer.

Price:

57. The price offered shall remain firm throughout the duration of the agreement.
58. Failure to record all requested breakdown of prices may result in disqualification. Unit price shall be shown for each unit specified. In case of mistake in extended price, unit price shall govern.
59. Price shall represent the entire cost of all requirements stated within the solicitation and contract. No subsequent claim will be recognized for any surcharges, add on costs, increase in material prices, cost indexes, wage scales, fuel surcharges, freight costs, packaging or any other rates affecting the industry or this project.

For Projects Bid as Time and Material:

60. Time, inclusive of but not limited to salaries, benefits, overtime, set-up, break-down, includes all costs associated with labor for this service.
61. Material, inclusive of but not limited to goods, components, equipment, includes all costs associated with all items necessary to complete this service.
 - a. Complete illustrative and technical data, drawings, and/or printed literature for the materials or equipment quoted should be included with the offer.
62. Overhead and Profit shall include all costs not covered under material or labor, such as fixed costs and taxes.

Discounts:

63. Discounts of less than thirty (30) days will not be considered in the evaluation.
64. Discounts for thirty (30) days or more may be considered in the evaluation.
65. Where the net offer is equal to an offer with a discount deducted, the award shall be made to the net offer.
66. Discounts will be figured from the date of receipt of a proper invoice or the approval of the quality of the product received or service completed – whichever is later.

Taxes:

67. Unit prices shall not include any local, state or federal taxes.

68. The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated to the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
69. The City's Sales Tax Exemption Number is E9997-4312-07.
70. The Contractor shall pay sales, consumer, use and other similar taxes.

Evaluation of Offers

Receipt of One (or too few) offers

71. If the City receives one or too few bids, as defined by the City, from a publicly broadcasted solicitation, the City may reschedule the opening to a later date. The offers received will either be:
 - a. returned unopened to the Bidder for re-submittal at the new due date and time, or
 - b. if there are no changes in requirements, and pending agreement with the Bidder, held until the new due date and time
72. If the City does not receive any bids, from a publicly broadcasted solicitation, the City may negotiate with any interested parties.

Determining Responsiveness of the Offer:

73. Responsive bids are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation documents, inclusive of all required documents, compliant to all product requirements and specifications, able to meet delivery requirements, accepting of all contract terms and conditions.

Waivers and Rejections of Offers:

74. The City reserves the right to waive any informality, technical requirement, deficiency, or irregularity in the offer. The City may conduct discussion with Bidders to further clarify the offer as may be necessary. Correction of the offer shall be effected by submission within 4 hours (e-mail or fax) of a corrected page with changes documented and signed.
75. The City reserves the right to reject any or all offers for any reason including but not limited to: budgetary constraints, unclear solicitation documents, change in needs, suspicion of collusion, pricing aberrations, front end loading; mathematically unbalanced proposals in which prices for some items are substantially out of proportion to comparable prices, materially unbalanced proposals in which material requirements for some items are substantially higher to comparable proposals; poor quality or poor performance in past City contracts, and other reasons deemed important to the City.
76. The City reserves the right to accept or reject any offer in which the Bidder names a total price for all the work without breaking down requested material costs, labor costs, and/or overhead and profit.
77. Multiple offers from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in the solicitation. Reasonable grounds for believing that a bidder is interested in more than one offer may result in rejection of all offers in which the bidder is interested. Any or all offers will be rejected if there is any reason for believing that collusion exists.
78. Nothing in this section will preclude a firm acting as a subcontractor to be included as a subcontractor for two or more prime contractors submitting a proposal for work. However a subcontractor may not submit a proposal as a prime contractor, and a prime contractor may not submit a proposal as a subcontractor.
79. **FOIA:** If the City rejects all offers and concurrently provides notice of its intent to reissue the solicitation, the rejected offers remain exempt from FOIA requirements until such time as the City awards or rejects the reissued solicitation.

Determining Responsiveness of the Bidder:

80. The City reserves the right to determine the competence, the financial stability and the operational capacity, of any Bidder.

81. Upon request by the City, Bidders shall furnish evidence for the City to evaluate their resources and ability to provide the goods and services required. Such evidence may include; but not be limited to: tour of facilities, staffing levels, listing of equipment and vehicles, listing of personnel's qualifications, certificates, licenses; listing of committed but not yet completed orders; financial statements; ...
82. Bidder may be required to submit samples of items within a specified timeframe and at no expense to the City. If not destroyed in testing, samples will be returned at the Supplier's request and expense. Samples which are not requested for return within thirty (30) days will become the property of the City.
83. Bidders may be required to effect a demonstration of the item or service being proposed. Such demonstration must be at a site convenient and agreeable to the affected City personnel and at no cost to the City.
84. Bidders may be required to provide references. The City reserves the right to contact said references or other references that may be familiar with the Bidder. The City reserves the right to eliminate a bidder who has not demonstrated the required years of service within the required specialty.
85. Bidders may be required to provide their internal policy on sustainability.
86. The City reserves the right to determine if such information might hinder, influence the quality of the work specified, or prevent the prompt completion of additional work such as future maintenance and service.

Confidential Information

87. Bidders may be required to provide evidence of financial viability. This may be a Dunn and Bradstreet Report, a financial statement prepared by a licensed Certified Public Accountant showing the Bidder's financial condition at the end of the past fiscal year, an annual report.
88. Bidders may be required to provide other information which they consider proprietary and confidential, and if made known to the public, may affect their ability to compete in the marketplace. Said information will be subject to Illinois State FOIA requirements including the following exemptions:
 - a. (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
 - b. Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
89. Bidders considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

Selection Process:

90. The City endeavors to select the offer meeting the best interests of the City as stated by its City Council based on the totality of lawful considerations.
91. The City's determination of best overall value may include consideration of the City's internal cost structure for meeting requirements, such as the city's inventory carrying costs, ordering lead times, equipment maintenance costs, standardization, available project management resources, and items typically identified with and relating to a "Life Cycle Cost Analysis".
92. The City will consider the following non-exclusive list in determining award: soft costs of contract management; total cost of ownership factors such as transition costs, training costs, additional requirements such as spare parts and special tooling.
93. The City will contact references to verify bidder's ability and skill to perform the work required based on: past work of similar nature, quality of work, proactive nature of work crew, adherence to the project's production schedule and proposed price constraints, and references' experience if the contractor has character, integrity, and a reputation for good judgment.
94. If the city's evaluation yields a concern with the potentially recommended bidder's ability, the City reserves the right to require a Performance Bond at no additional cost to the city.

95. Should identical low, responsive and responsible bids be received from two or more Bidders, the City shall exercise one of the following tie breaking methods:

- a. Tie Bid (two suppliers): The Procurement Officer, with a witness present, may flip a coin with heads representing the Offeror whose name appears first in alphabetical order. If the toss is heads, said Offeror will receive the recommendation to award.
- b. Tie Bid (three or more suppliers): The Procurement Officer, with a witness and each vendor present, shall shuffle a new deck of playing cards and have each Offeror cut the cards. The Offeror who cuts the highest card (with Ace high) shall be recommended for award.

Award:

96. Except as otherwise stated, bidders will be awarded within ninety (90) days from the opening date.

97. Award is based on the lowest responsive responsible offer; offering the lowest life-cycle cost; providing the best overall value to the City; and deemed most advantageous to the City, price and other factors considered.

98. When there is a Base Bid and Alternates, the low bidder shall be the lowest responsible and responsive bid submitted for the Base Bid and Alternate A. If all Bids and Alternate A exceed the project budget, the city reserves the right to award to the bidder presenting the best alternatives for the city.

99. When there is a Base Bid and Options, the low bidder shall be the lowest responsible and responsive bid submitted for the best combinations for the city.

100. The City reserves the right to award by item, part or portion of an item, group of items, in the aggregate, or to reject any and all offers in whole or in part according to the best interests of the City.

- a. Bidder may restrict their offer to consideration in the aggregate by so stating on the proposal form, but must name a unit price on each item.

101. The successful Bidder may be required to enter into a contract with the City of Wheaton covering all matters set forth in the solicitation document, and addenda.

Requirements if Awarded the Work:

Registration

102. The successful supplier, prior to the execution of the order, or no later than 10 days after receipt of the award document, must be registered to do business in the City of Wheaton and the State of Illinois.

Insurance:

103. The successful Bidder, if awarded by contract, will be required to carry insurance acceptable to the City. *(reference Contract Addendum 1)*.

104. Certificates of Insurance, Endorsements, and a Waiver of Subjugation must be submitted with the execution of the contract.

105. The Bidders obligation to purchase stated insurance cannot be waived by the city's action or inaction.

Bonds:

106. The successful bidder, if awarded by contract, may be required to provide a bond/bonds. Said bonds must be through a bonding company listed on the Department of the Treasury's Listing of Certified Companies http://www.fms.treas.gov/c570/c570_a-z.html.

107. Surety must be in compliance with any bond requirements mandated by the State of Illinois.

Security Clearance:

108. Background checks inclusive of finger printing may be required for contractors servicing secured areas. Contractors will submit a list of employees' names, birth dates, and social security numbers to the Project Manager who will coordinate the background checks with the police department. Said list should include staff to cover absences or reassignment.

109. Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.

110. The contractor shall be responsible for all personnel engaged in the work. Contractor must ensure that: said personnel have been completely and satisfactorily cleared by the City of Wheaton for work within secure areas; a sufficient amount of backup or relief personnel to cover absenteeism or replacement have been completely and satisfactorily cleared or work; equipment and personnel do not enter facilities except as required during the progress of the work.

111. The City reserves the right to request removal of any contractor's employee upon submitting proper justification should such action be considered necessary to the best interests of the City. Contractor is permitted to add/replace personnel with approved backup personnel, or reassign personnel already cleared by the City for work within secure areas. The City must be provided written notice prior to time of replacement.

Audit:

112. The successful Bidder may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

Protests:

113. Any Bidder who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issue may initiate a protest.

- Protests involving the solicitation process or stated requirements must be presented in writing via e-mail to the Procurement Officer no later than the last date for questions as reflected on the cover page of this document.
- Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Procurement Officer no later than three business days after bid results are publicly posted.

114. Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available); identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).

115. A person filing a notice of protest will be required, at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or \$1,000, whichever is less.

- If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Bidder filing the protest.
- If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.

116. Upon receipt of the notice of protest, the Procurement Officer shall stop the award process.

- The Procurement Officer will rule on the protest in writing within two business days from receipt of protest.
- Appeals of the Procurement Officer's decision must be made in writing within two business days after receipt thereof and submitted to the City Manager for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
- The City Manager's decision is final.

Other Entity Use:

117. Although this solicitation is specific to the City of Wheaton, Offerors have the option of allowing this offer, if awarded by the City to the Offeror, to be available to other local entities and agencies within the DuPage-Kane-Cook-Will and Kendall Counties. If the successful Offeror and the interested entity/agency mutually agree on the Terms and Conditions, inclusive of pricing, both parties may perform business under the authority of this solicitation and contract.

118. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality or agency; nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Supplier.

END OF GENERAL INSTRUCTIONS REGARDING THE SOLICITATION OF CONTRACTED SERVICES

GENERAL TERMS AND CONDITIONS FOR CONTRACTORS

Contract Administration:

1. A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed contract.
2. Once the "Work May Proceed" order is issued, the contractor's primary contact with the city will become the Project Manager.
3. The Project Manager's primary responsibility is to assure the city receives the contracted services in accordance to the terms and conditions and specifications of the contract. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor equipment, materials and project progress; address any quality issues and change orders; verify schedule of Values, output, schedule status; conduct random inspections.
4. The contractor will provide name and contact information of key contact to the Project Manager for use during time of emergency or at any hour city staff sees fit to do so.
 - a. If security clearance is required for this work, it will be pursued at this time.

Communications Plan

5. The contractor is required to provide the City's project manager with written/e-mailed bulletins addressing the status of the project throughout the life of the contract.
6. The bulletins shall cover all work performed and completed and shall confirm the schedule of the work yet to be performed. It shall also state any assumptions and/or exclusions.
7. The bulletin shall identify problems encountered, or still outstanding, with an explanation of the cause and resolution of the problem or how the problem will be resolved.
8. The contractor will be responsible for conducting status meetings with the project manager as scheduled. The meetings can be in person or over the phone, at the discretion of the city.

Documents:

9. Contractor is to maintain at the job site a complete and current set of drawings, plans and contract documents; bulletins, supplemental instructions, proposals, change orders, subcontractor's proposals, suppliers invoices, all written requests and responses to each required change...
10. All documents must accurately reflect the current status of all pertinent data including changes in the line item quantities and contract sum attributed to change orders.
11. All documents are to be available to the Project Manager.
12. All documents are to be available for auditing purposes, FOIA, and other reasons necessitated by the city.

Material and Equipment:

13. If the offer identifies an item by manufacturer's name, trade name, catalog number, or reference, the contractor shall furnish the item so identified and shall not propose to furnish an "equal".
14. If the identified item is no longer available, the City must approve any proposed "equal" prior to order placement. The City will not incur any additional costs for the "equal".
15. All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
16. Contractor must provide documentation that any and all Hazardous Material created during the performance of the project work has been disposed of or recycled in compliance with all Illinois Administrative Code Title 35, Part 733 "Standards for Universal Waste Management", and other applicable State, Federal and local regulations.

17. All material or equipment furnished shall meet the minimum requirements of Occupational Safety & Health Standard (OSHA) published in the Federal Register, U L or other nationally recognized certifying body.

Substitutions:

18. No substitutions will be considered after Notice of Award except under one or more of the following conditions:

- a. Substitution required for compliance with final interpretations of code requirement or insurance regulations
- b. Unavailability of specified products, through no fault of the contractor.
- c. Subsequent information discloses inability of specified product to perform properly or to fit in designated space.
- d. Manufacturer /fabricator refusal to certify or guarantee performance of specified product as specified.
- e. When a substitution would be substantially to owner's best interest.

19. Substitutions will not be considered when items are indicated or implied on shop drawings or product data submittals without formal request.

Requests for Substitution:

20. Submit request for substitution to the attention of the Project Manager. Include documentation confirming compliance of proposed substitution with contract documents

- a. For products include: Product description and identification, manufacturer's name and address, manufacturer's literature, performance and test data, reference standards, samples, name and address of similar projects on which product was used and dates of installation
- b. For construction methods include: detailed description of proposed method, drawings illustrating methods, itemized comparison of proposed substitution with product or method specified, statement regarding the affect of the substitution to the construction schedule

21. Identify: changes or coordination required, other contracts affected, accurate cost data on proposed substitution in comparison with product or method specified.

22. Contractor attests that he has personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified; that he will provide the same guarantee for substitution as for product or method specified; that he will coordinate installation of accepted substitutions into the work, making all changes for work to be complete in all respects.

23. Cost data must include all related costs under contract but excludes owner's redesign, administrative costs of owner, costs under separate contracts.

24. Contractor will pay all additional costs and expenses for owner and other contractors.

- a. Acceptance of substitution will require substantial revision of plans, drawings and contract documents for all related projects.

Delivery and Storage:

25. Deliveries of documents, materials, equipment etc. are between the hours of 8:30 A.M. and 3:00 P.M. Monday through Friday, excluding holidays, unless otherwise stipulated.

26. Failure to deliver within a reasonable lead-time as determined by the city, shall constitute authority for the Procurement Officer to purchase in the open market items of comparable grade to replace the items not delivered.

27. Contractor is to accept material and equipment delivered to the job site and is responsible to store all items in accordance with the manufacturer's written instructions, handling, and protection from weather, damage and theft for the duration of the contract. Contractor shall be responsible for losses.

28. Material delivered shall remain the property of the Contractor until:

- a. A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
- b. Material is determined to be in full compliance with the solicitation documents and executed contract.
- c. Where circumstances or conditions exist preventing effective inspection of the goods at the time of delivery, the City of Wheaton reserves the right to inspect the goods within a reasonable time subsequent to delivery.

29. Contractor assumes full responsibility for protection and safekeeping of the contractor's own materials and equipment stored on premises, and move, if necessary, all stored products which interfere with operations of the city.
30. Unless otherwise specified, packaged material shall remain in original containers with labels intact and seals unbroken.
31. The contractor shall submit a *Material Safety Data Sheet (MSDS)* prior to or at the time of delivery for any/all toxic substances per Public Act 83-240, OSHA standards or any other applicable law.

Nonconforming Materials:

32. In the event the delivered material is not in compliance to the specification documents and executed contract, the City will reject the material.
33. Contractor shall remove rejected materials at his expense promptly after notification of rejection.
34. Contractor shall provide replacement of rejected articles immediately. If replacement is not timely, as determined by the city, the Procurement Officer will purchase in the open market items of comparable grade to replace the items not replaced and the Contractor shall reimburse the City for any expense incurred in excess of contract prices. Such purchases shall be deducted from contract quantities.
35. The city reserves the right to either: cancel the order; request contractor to issue credit to the city; or deduct such amount from monies owed.
36. Should public necessity demand it, the City reserves the right to use or consume items delivered which are substandard in quality, subject to an adjustment in price to be determined by the Procurement Officer.

Warranty / Guarantee Period:

37. The Contractor warrants that all goods furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, or standards incorporated herein, and/or defects in goods are free from defects in design. Contractor also warrants the goods are suitable for and will perform in accordance with the purposes for which they were intended.
38. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract or by law.
39. Unless otherwise specified, the contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year (Guarantee Period) from date of installation close out.
40. If within the Guarantee Period any defects or signs of deterioration are noted which, in the opinion of the City, are due to faulty design and installation, workmanship, or materials, the City shall notify the contractor. At the contractor's expense, the Contractor shall repair or adjust the equipment or parts to correct the condition, or replace the part or equipment to the complete satisfaction of the city.
 - a. Replacement parts of defective components shall be supplied at no cost to the City. Shipping costs for defective parts required to be returned to the contractor shall be paid by the contractor.

Manufacturer's Requirements:

41. All work must be performed according to manufacturer's stated recommendations.
42. If manufacturer's stated recommendations conflict with specifications, issues should be addressed in writing to the Project Manager prior to proceeding with any work.
43. If manufacturer's stated recommendations include required services not listed within the specifications, said services must be considered as inherent to the city's specifications and offers should include said services.
44. All work is to be performed consistent to industrial performance standards.

Permits and Licenses:

45. The successful contractor shall be responsible for obtaining, at their own expense, all permits and licenses which may be required to complete the contract.

Contractor Use of Premises

46. Confine operations at site to areas permitted by all laws, ordinances, and permits, as well as the contract documents.
47. The contractor shall control operations to avoid interference with normal traffic flow on and around the site; when necessary provide barriers, warning lights, and signs as required to protect workmen and the public.
48. Limit use of premises for work, storage of material and equipment, and parking of worker's automobiles.
49. Conduct operations in a manner that avoids interference with use of the building and building operations and which protects persons and property.
50. If utility shut-down is required, provide Project Manager two (2) days advanced warning and estimation of duration of required utility shutdown.

Utility Location

51. The contractor must exercise extreme caution while working around existing utilities. The contractor shall notify J.U.L.I.E., utility companies, and the Project Manager before commencing construction work around utility locations within the scope of the project.

Contractor Identification

52. For security purposes, all contracted service providers must be clearly identified with company photo id and company apparel.
53. Upon Project Manager's approval, contractors requiring unrestricted mobility within designated facilities will require a City of Wheaton Contractor photo id.
54. Contractor's advertising decals, stickers or other signs shall not be affixed to equipment or visible to the public.

Manuals and Documents

55. The contractor shall submit to the owner such operating and maintenance manual and repair part lists as required by the nature of the work.

Cleaning:

56. Contractor shall maintain premises and public properties free from accumulation of waste, debris, and rubbish caused by construction operations. Cleaning and disposal operations must comply with Federal, State and local ordinances and anti-pollution laws.
57. Provide on-site metal containers for collection of waste materials, debris and rubbish.
58. At completion of work: sweep paved areas broom clean; remove waste materials, rubbish, tools, equipment, machinery and surplus materials; clean all sight-exposed surfaces and leave project area clean and ready for use; clean the project site, yard, grounds and landscaped areas; remove petro- chemical spills, stains and other foreign deposits; clean plumbing fixtures to a sanitary condition, free of stains
59. Touch-up and otherwise repair and restore marred exposed finishes and surfaces.

Safety and Health

60. All Occupational Safety and Health Administration (OSHA) standards apply.
61. Store volatile wastes in covered metal containers and remove from premises daily.
62. Provide adequate ventilation during use of volatile or noxious substances.

Change Order Procedure

63. The city reserves the right to make changes in the plans and specifications by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

Bulletins

64. From time to time during progress of the work, the city may issue a bulletin which interprets the contract documents or order minor changes in the work without change in contract sum or contract time.

- a. Issuance of a bulletin is not to be considered a change order authorizing additional work or affecting project time table. Such changes require a proposal, review, and if approved, a change order.

65. Should the contractor consider that a change in the specified work, the contract sum or contract time is required; he shall initiate a change order and submit to the Project Manager for documented approval before proceeding with the work.

Change Orders

66. Issuance of a statement, or verbal approval, is not to be considered a Change Order and is not authorization to proceed.

67. Change orders will be numbered in sequence and dated.

68. Approved Change Orders are required with any/all changes in, the specified work, the contract sum, the time for completion, or any combination thereof.

69. Change orders will describe the change or changes, will refer to the bulletin(s) and proposal(s) involved, and will be signed by the city and the contractor prior to implementing the change.

70. All Change Orders shall clearly identify the impact of cost and the affect on time required to perform the work associated with the proposal.

- a. If the proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit for the change, the city will authorize the documented Change Order which will be confirmed via contract amendment.
- b. Additional requests for additional costs and/or extensions of time for previously proposed and accepted items will NOT be granted after initial acceptance.

71. The contractor will take measures to ensure contractors and sub-contractor's staff is familiar with the procedures for processing change orders.

Payment:

72. Authorization of payment requires receipt of contractors invoice, acceptance of product/services and receipt of other required paperwork such as: certificate of origin, MSDS, Waivers and Liens, Certified Payroll (if applicable).

73. Retainage in the amount of ten percent (10%) of a payment request will be deducted from the amount determined for the first fifty percent (50%) of the project for major projects. Retainage will be held until

- a. All defective work has been remedied.
- b. All work is 100% final and the City's project manager has formally accepted the work.
- c. All waivers, liens, certified payrolls, warranty documents and other required documentation are provided.
- d. Or, if the work is fifty percent (50%) completed, satisfactory and on schedule, upon the discretion of the Project Manager. In such a case, the city will continue to retain no less than five percent (5%) of the total adjusted contract price.
- e. Retainage will not apply to payments for Bonds and Mobilization.

74. Payment will be:

- a. made to the company awarded this order. Under no circumstances will a third party be reimbursed.
- b. Via the City's Purchasing Card Program, MasterCard, in which payment will occur at time of product or service delivery (preferred); or
- c. Via supplier generated invoice.

75. The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.

- Invoices must be submitted to the city within six months of order completion. Any invoices submitted in excess of six months from order completion will not be paid.

Contractor Service Issues:

76. Recourse for non-compliant construction services shall be managed, in any order, via (a) Punch List, (b) Retainage and/or (c) Performance Bonds.

Liquidated Damages:

77. Delivery delays beyond the contract delivery date will result in added expense to the city. The city shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the contractor agrees to compensate the city in the amount specified in the document entitled Special Terms and Conditions for Contracted Services in the section entitled Liquidated Damages.

78. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty.

79. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the contractor.

80. The contractor shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the contract execution, and that are entirely beyond the control and without the fault or negligence of the contractor, including, but not limited to, acts of god or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

Process to Terminate

Step 1: Educate

- The Project Manager, upon identification of noncompliance, shall inform and educate the contractor.
- City expectations are clarified by referencing language from requirements, specifications, provisions, terms and conditions, and the contract to describe the expected outcome.
- A firm timeframe is identified for contractor to achieve expected outcome.
- Conversations and agreed upon remedies to performance issues, follow-up inspections, monitoring actions, findings and subsequent conversations and actions are documented.

Step 2: Decisions to Withhold Payment

- If services remain non-compliant after clarified via *Step 1: Educate*, the contractor shall not be reimbursed until services are rectified.
- The Project Manager may decide not to certify payment and may withhold payment in whole or in part, to the extent reasonably necessary to protect the City if the quality of the work is not in accordance with the contract documents.
- If the city is unable to certify payment in the amount of the invoice, the city will promptly issue payment for the amount of the work completed in accordance with the contract documents. The city may decide not to certify payment because:
 - Defective work not remedied
 - Third party claims filed or reasonable evidence indicating probable filing of such claims
 - Failure of contractor to make payments properly to subcontractors for labor, materials, or equipment
 - Reasonable evidence that the work will not be completed within the contract period and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay
 - Persistent failure to carry out work in accordance with contract documents

- f. If the city deems it in-expedient to correct work damaged or not done in accordance with the contract, the difference in value, together with a fair allowance for damage shall be deducted from the contract amount due. The value of such deduction shall be determined by the city.

Step 3: Warning Letter - Failure to Comply

- 88. If services continue to remain non-compliant, Procurement will prepare a formal Letter of Warning addressing the contractor's Failure to Comply. Contract language states "The City may terminate this Agreement upon seven (7) days written notice to the Contractor."
- 89. Said letter will address Liquidated Damages (if applicable).

Step 4: Terminate Contract

- 90. If contractor fails to achieve required results within stated timeframe, Procurement will terminate contract.

END OF GENERAL TERMS AND CONDITIONS FOR CONTRACTORS

SPECIAL TERMS AND CONDITIONS FOR CONTRACTED SERVICE
Construction Services: Parking Lot Renovation
City Hall; Police; Library; Metra Lot 10

Introduction:

1. The City of Wheaton is soliciting for the renovation of four (4) parking lots located within city limits.
 - a. Renovation work must be completed prior to September 2, 2016
 - b. Seal Coating and Line Striping must be completed within one year of completion of renovation.

Locations:

2. Wheaton Police Department at 900 West Liberty Drive,
3. Wheaton City Hall at 303 West Wesley Street,
4. Wheaton Public Library at 225 North Cross Street
5. College Avenue Metra Station at 303 North President Street.

Work Hours:

6. Work Hours: Monday - Friday 7:00-3:30 or with the approval of the Project Manager.
7. The contractor shall notify the Project Manager at least 48 hours prior to initial start of operations, and also prior to any temporary cessation and resumption of operations.

Prevailing Wage:

8. Illinois Prevailing Wage Act 820 ILCS does apply
9. Reference Contract Addendum 2
10. Certified Payroll is required with each invoice.
11. Waivers of Lien
 - a. The first Application for Payment shall be accompanied by the General Contractor's partial waiver of lien, called Waiver of Lien to Date, for the full amount of payment due.
 - b. Each subsequent Application for Payment shall be accompanied by the General Contractor's Waiver of Lien to Date, plus the partial waivers of lien of Labor, Subcontractors and Material Suppliers who were included in the immediately preceding Application for Payment to the extent of that payment.
 - c. The final Application for Payment must be accompanied by the Final Waiver of Lien for the full amount of the Contract from the General Contractor, Labor, Subcontractors, and Material Suppliers, including those who have not previously furnished such final waivers.

Bonds:

12. A *Bid Bond / Bid Deposit* of ten percent (10%) of the full contract price is required with the offer.
13. A *Performance Bond* of one hundred ten percent (110%) of the full contract price is required for the faithful fulfillment of the contract and for the protection of the City from all liens and damages arising out of the work. Said bond should be submitted with executed contract.
14. A *Warranty/Maintenance Bond* for one (1) year of maintenance for ten percent (10%) of the final price.

Insurance Requirements:

15. Reference Contract Addendum 1

16. INSURANCE AND INDEMNIFICATION (additional requirements)

This special provision amends the provisions within the "Agreement" between the City of Wheaton and the Contractor and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

a. Section 15. Hold Harmless and Indemnification. ADD the following at the end of the section:

i. "The Contractor shall also defend, hold harmless and indemnify Strand Associates, Inc. in the same manner as the City is indemnified above."

b. Contract Addendum 1. ADD the following after paragraph B:

i. B.1. That the Contractor shall also name Strand Associates, Inc.® as additional insured; and
ii. B.2. That the Contractor shall use Additional Insurance Endorsement Form CG 20 26 07 04, CG 20 10 07 04, or equivalent form for each additional insured.

1. General liability policies shall also be endorsed with Form CG 20 37 07 04 to include the products-completed operations coverage; and

iii. B.3. That the Contractor shall also provide an Additional Insurance Endorsement for each additional insured for the automobile policy. Endorsement form shall be CA 20 48, or equal;

Invoices:

17. A schedule of dates when pay requests must be submitted will be determined at the kick-off meeting.

18. All invoices must reflect the following applicable information: the Contract Number, the name of the Project, the Name of the Contractor, and the services/deliverables with the price depicted in the same format as the offer.

For Internal Purposes:

19. All invoices are mailed to the attention of the Sarang Lagvankar; City of Wheaton; PO Box 727; Wheaton, IL 60187.

Project Close Out:

20. Verification of quality and completion of service

21. Completion of Punch List and all areas of non-compliance or incomplete tasks

22. Review Retainage

23. Final Payment: Prior to authorization of Final Payment, the following documents must be submitted:

- a. Completed Waivers and Liens
- b. All Certified Payrolls
- c. Documented completion of the Punch List
- d. Statements of Warranty
- e. Receipt of Operation and Maintenance manuals
- f. Certificate of Origin
- g. Submittal of Maintenance Bond
- h. As Built Drawings

24. Written approval of the City's Project Manager

END OF SPECIAL TERMS AND CONDITIONS FOR CONTRACTED SERVICE

City of Wheaton
Municipal Parking Lot Improvements

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation of bids, and the Supplemental Specifications which apply to and govern the construction of the Municipal Parking Lot Improvement Projects, and in case of conflicting parts of said Specifications, the said Special Provisions shall take precedence and shall govern. For these Special Provisions, the City of Wheaton shall be defined "the Owner".

LOCATION OF IMPROVEMENT

The project includes four parking lots within the City of Wheaton, Illinois. These parking lots are located at the Wheaton Police Department at 900 West Liberty Drive, Wheaton City Hall at 303 West Wesley Street, Wheaton Public Library at 225 North Cross Street, and the College Avenue Metra Station at 303 North President Street. The City of Wheaton shall be defined as the Owner for this project.

DESCRIPTION OF IMPROVEMENT

The project consists of full-depth hot-mix asphalt pavement removal and replacement, surface course mill and overlay, curb and gutter removal and replacement, replacement and addition of new sidewalk, relocation and restriping of parking stalls, Americans with Disabilities Act accessible route improvements, relocation of an existing lighting unit, and reconstruction of existing catch basin adjustment rings.

CABLE SPLICE SPECIAL

Description: This work shall consist of installing a cable splice at the location shown in the contract drawings and/or as directed by the Owner.

General: Prior to conducting any underground electric work, all underground electric components to be altered shall be exposed and Contractor shall confirm sizes and types of all underground electric components. All proposed underground electric components are subject to change if existing components are incompatible with proposed components. No proposed underground electric components shall be installed until they are confirmed by the Owner to be compatible with the existing components.

An in-line splice shall be provided for the conductor connection as shown in the Contract Drawings. Splice crimp component shall be Burndy copper compression splice, long barrel, beveled entry, type YS, or equal. Splice shall be made with crimp tool by manufacturer that allows expanded conductor ranges. Splice insulation component shall be heat-shrinkable tubing: Raychem heavy-wall, low-voltage tubing, type WCSM, or equal.

Method of Measurement: This work shall be measured for payment per each cable splice performed.

City of Wheaton
Municipal Parking Lot Improvements

Basis of Payment: This item shall be paid for at the contract unit price per EACH for CABLE SPLICE SPECIAL, which price shall include all equipment, labor, and materials required to install the proposed cable splice as specified herein and in the contract drawings.

CATCH BASINS TO BE RECONSTRUCTED (SPECIAL)

Description: This work consists of removing existing damaged concrete adjustment rings from catch basins and replacing in kind with new concrete adjustment rings.

General: This work shall be performed after all adjacent asphalt and concrete removal items have been performed, and before any new asphalt or concrete has been poured adjacent to the catch basins to be reconstructed. All existing adjustment rings within catch basins to be reconstructed shall be removed. New rubber adjustment rings shall be sized and installed such that the top of the catch basin lid shall not exceed the existing catch basin lid elevation, and so the lid shall meet smooth and flush with the proposed top of surface course. When shimming is required because of pavement crown, beveled rubber riser rings shall be used; brick shimming or mortar will not be allowed. All existing catch basin components, except for the adjustment rings, shall remain. All joints between rubber adjustment rings and frames shall be sealed with flexible butyl mastic material 2 1/2 inches wide by 3/8 inches thick. Any adjacent pavement, curb and gutter, sidewalk, or turf restoration required because of catch basin reconstruction shall not be measured for payment, but shall be included in the cost of this pay item.

Method of Measurement: This work shall be measured for payment per each catch basin reconstructed.

Basis of Payment: This work shall be paid for at the contract unit price for CATCH BASINS TO BE RECONSTRUCTED (SPECIAL), which price shall include all equipment, labor, and materials required to remove, replace, and seal all existing adjustment rings within the noted catch basins as specified herein and in the Contract Drawings.

CONCRETE PARKING BLOCKS

Description: This work consists of the installation of permanent concrete parking blocks at the locations shown on the contract drawings and/or as directed by the Owner.

General: Concrete parking blocks shall be precast and shall conform to the following dimensions as a minimum: 6 feet long by 9 inches wide by 6 inches tall. Exact shape and dimensions shall be in accordance with manufacturer's recommendation. Concrete parking blocks shall be tied into the pavement with a minimum of two steel pins per block, in accordance with manufacturer's recommendation. Concrete parking blocks shall be placed such that there is 1-foot clear space minimum between the edge of pavement and the nearest vertical face of the concrete block.

Method of Measurement: This work shall be measured for payment per each concrete parking block installed.

Basis of Payment: This work shall be paid for at the contract unit price for CONCRETE PARKING BLOCKS, which price shall include all equipment, labor, and materials required to install each concrete parking block as specified herein and in the Contract Drawings.

City of Wheaton
Municipal Parking Lot Improvements

CONDUIT SPLICE

Description: This work shall consist of installing a conduit splice at the location shown in the Contract Drawings or as directed by the Owner.

General: Prior to conducting any underground electric work, all underground electric components to be altered shall be exposed and Contractor shall confirm sizes and types of all underground electric components. All proposed underground electric components are subject to change if existing components are incompatible with proposed components. No proposed underground electric components shall be installed until they are confirmed by the Owner to be compatible with the existing components.

The proposed rigid underground galvanized steel conduit shall be spliced to the existing using an ANSI/NEMA FB 1 fitting of threaded-type material to match the conduit. Split couplings shall not be allowed. Conduit splice shall be sealed with heat-shrinkable tubing: Raychem heavy-wall, low-voltage tubing, type WCSM, or equal.

Method of Measurement: This work shall be measured for payment per each conduit splice performed.

Basis of Payment: This item shall be paid for at the contract unit price per EACH for CONDUIT SPLICE, which price shall include all equipment, labor, and materials required to install the proposed conduit splice as specified herein and in the Contract Drawings.

PAINT CURB

Description: This work shall consist of painting the proposed curb at the locations shown on the Contract Drawings or as directed by the Owner.

General: Paint shall be yellow to match yellow pavement markings. The entire vertical face of the proposed curb shall be painted. Top of the curb shall also be painted a minimum of 6 inches wide from the vertical face of the curb.

Materials: Materials shall be according to the applicable portions of Section 1095.02 of the Standard Specifications.

Method of Measurement: This work shall be measured for payment per linear foot as measured along the face of curb.

Basis of Payment: This item shall be paid for at the contract unit price per linear foot for PAINT CURB, which price shall include all equipment, labor, and materials required to paint the proposed curb as specified herein and in the contract drawings.

PORLAND CEMENT CONCRETE SIDEWALK AND CURB WALL

Description: This work consists of the construction of a monolithically-poured Portland cement concrete (PCC) sidewalk and curb wall at the locations shown on the Contract Drawings or as directed by the Owner.

City of Wheaton
Municipal Parking Lot Improvements

General: The PCC sidewalk and curb wall shall conform with the applicable portions of Section 606 of the Standard Specifications. This combination sidewalk and curb wall shall meet dimensions detailed in the Contract Drawings. The curb wall and adjacent sidewalk shall be separated by a preformed joint filler of 1/2-inch thickness, as specified in Section 424.07 of the Standard Specifications. The sidewalk shall be divided by grooves as described in Section 424.06 of the Standard Specifications. These grooves shall be perpendicular to the centerline of the walk and shall be continuous across the entire width of the combination concrete sidewalk and curb wall. The sidewalk and curb wall shall rest on a minimum 4 inches of Type A subbase granular material and shall be compacted in accordance Article 311 of the Standard Specifications, which is to be included in the cost of the sidewalk and curb wall. The joints between the existing and proposed sidewalk and curb shall be smooth and flush and shall contain a 1-inch preformed joint filler, which shall be included in the cost of the sidewalk and curb wall.

Materials: Materials shall be according to the applicable portions of Sections 1004, 1020, and 1051 of the Standard Specifications.

Method of Measurement: This work shall be measured for payment per cubic yard installed in place.

Basis of Payment: This work shall be paid for at the contract unit price per cubic yard for PORTLAND CEMENT CONCRETE SIDEWALK AND CURB WALL, which price shall include all equipment, labor, and materials required to install the sidewalk and curb wall as specified herein and in the contract drawings.

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

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

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-12) (Revised 1-1-15)

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LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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BDE SPECIAL PROVISIONS
For the January 15 and March 4, 2016 Lettings

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

File Name	#	Special Provision Title	Effective	Revised
80240	1	Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099	2	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
* 80274	3	Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2016
80192	4	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	5	Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
80241	6	Bridge Demolition Debris	July 1, 2009	
50261	7	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	8	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	9	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	10	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80360	11	<input checked="" type="checkbox"/> Coarse Aggregate Quality	July 1, 2015	
80310	12	Coated Galvanized Steel Conduit	Jan. 1, 2013	Jan. 1, 2015
80341	13	Coilable Nonmetallic Conduit	Aug. 1, 2014	Jan. 1, 2015
80198	14	Completion Date (via calendar days)	April 1, 2008	
80199	15	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	16	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2015
80294	17	Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	April 1, 2012	April 1, 2014
80311	18	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
80334	19	<input checked="" type="checkbox"/> Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	Aug. 1, 2014
80277	20	Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
80261	21	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80335	22	Contract Claims	April 1, 2014	
80029	23	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2015
80358	24	Equal Employment Opportunity	April 1, 2015	
80265	25	Friction Aggregate	Jan. 1, 2011	Nov. 1, 2014
80229	26	Fuel Cost Adjustment	April 1, 2009	July 1, 2015
80329	27	Glare Screen	Jan. 1, 2014	
80304	28	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	29	<input checked="" type="checkbox"/> Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80322	30	<input checked="" type="checkbox"/> Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov. 1, 2013	Nov. 1, 2014
80323	31	<input checked="" type="checkbox"/> Hot-Mix Asphalt – Mixture Design Verification and Production	Nov. 1, 2013	Nov. 1, 2014
80347	32	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	July 1, 2015
80348	33	<input checked="" type="checkbox"/> Hot-Mix Asphalt – Prime Coat	Nov. 1, 2014	
80315	34	Insertion Lining of Culverts	Jan. 1, 2013	Nov. 1, 2013
80351	35	Light Tower	Jan. 1, 2015	
80336	36	Longitudinal Joint and Crack Patching	April 1, 2014	
80324	37	LRFD Pipe Culvert Burial Tables	Nov. 1, 2013	April 1, 2015
80325	38	LRFD Storm Sewer Burial Tables	Nov. 1, 2013	April 1, 2015
80045	39	Material Transfer Device	June 15, 1999	Aug. 1, 2014
80342	40	Mechanical Side Tie Bar Inserter	Aug. 1, 2014	Jan. 1, 2015
80165	41	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80361	42	Overhead Sign Structures Certification of Metal Fabricator	Nov. 1, 2015	
80337	43	Paved Shoulder Removal	April 1, 2014	

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80349	44	Pavement Marking Blackout Tape	Nov. 1, 2014	
80298	45	Pavement Marking Tape Type IV	April 1, 2012	
80254	46	Pavement Patching	Jan. 1, 2010	
80352	47	Pavement Striping - Symbols	Jan. 1, 2015	
80359	48	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	
80353	49	Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2015
80338	50	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80343	51	Precast Concrete Handhole	Aug. 1, 2014	
80300	52	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
80328	53	Progress Payments	Nov. 2, 2013	
34261	54	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	55	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	56	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2014
80350	57	Retroreflective Sheeting for Highway Signs	Nov. 1, 2014	
80327	58	Reinforcement Bars	Nov. 1, 2013	
80344	59	Rigid Metal Conduit	Aug. 1, 2014	
80354	60	Sidewalk, Corner, or Crosswalk Closure	Jan. 1, 2015	April 1, 2015
80340	61	Speed Display Trailer	April 2, 2014	
80127	62	Steel Cost Adjustment	April 2, 2004	July 1, 2015
* 80362	63	Steel Slag in Trench Backfill	Jan. 1, 2016	
80317	64	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80355	65	Temporary Concrete Barrier	Jan. 1, 2015	July 1, 2015
80301	66	Tracking the Use of Pesticides	Aug. 1, 2012	
80356	67	Traffic Barrier Terminals Type 6 or 6B	Jan. 1, 2015	
20338	68	Training Special Provisions	Oct. 15, 1975	
80318	69	Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80345	70	Underpass Luminaire	Aug. 1, 2014	April 1, 2015
80357	71	Urban Half Road Closure with Mountable Median	Jan. 1, 2015	July 1, 2015
80346	72	Waterway Obstruction Warning Luminaire	Aug. 1, 2014	April 1, 2015
80288	73	Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2014
80302	74	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289	75	Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	76	Working Days	Jan. 1, 2002	

The following special provisions are in the 2015 Supplemental Specifications and Recurring Special Provisions:

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80292	Coarse Aggregate in Bridge Approach Slabs/Footings	Articles 1004.01(b) and 1004.02(f)	April 1, 2012	April 1, 2013
80303	Granular Materials	Articles 1003.04, 1003.04(c), and 1004.05(c)	Nov. 1, 2012	
80330	Pavement Marking for Bike Symbol	Article 780.14	Jan. 1, 2014	
80331	Payrolls and Payroll Records	Recurring CS #1 and #5	Jan. 1, 2014	
80332	Portland Cement Concrete – Curing of Abutments and Piers	Article 1020.13	Jan. 1, 2014	
80326	Portland Cement Concrete Equipment	Article 1103.03(a)(5)	Nov. 1, 2013	
80281	Quality Control/Quality Assurance of Concrete Mixtures	Recurring CS #31	Jan. 1, 2012	Jan. 1, 2014
80283	Removal and Disposal of Regulated Substances	Articles 669.01, 669.08, 669.09, 669.14, and 669.16	Jan. 1, 2012	Nov. 2, 2012
80319	Removal and Disposal of Surplus Materials	Article 202.03	Nov. 2, 2012	
80307	Seeding	Article 250.07	Nov. 1, 2012	
80339	Stabilized Subbase	Article 312.06	April 1, 2014	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80333	Traffic Control Setup and Removal Freeway/Expressway	Articles 701.18(l) and 701.19(a)	Jan. 1, 2014	

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

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

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City of Wheaton
Municipal Parking Lot Improvements

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation of bids, and the Supplemental Specifications which apply to and govern the construction of the Municipal Parking Lot Improvement Projects, and in case of conflicting parts of said Specifications, the said Special Provisions shall take precedence and shall govern. For these Special Provisions, the City of Wheaton shall be defined "the Owner".

LOCATION OF IMPROVEMENT

The project includes four parking lots within the City of Wheaton, Illinois. These parking lots are located at the Wheaton Police Department at 900 West Liberty Drive, Wheaton City Hall at 303 West Wesley Street, Wheaton Public Library at 225 North Cross Street, and the College Avenue Metra Station at 303 North President Street. The City of Wheaton shall be defined as the Owner for this project.

DESCRIPTION OF IMPROVEMENT

The project consists of full-depth hot-mix asphalt pavement removal and replacement, surface course mill and overlay, curb and gutter removal and replacement, replacement and addition of new sidewalk, relocation and restriping of parking stalls, Americans with Disabilities Act accessible route improvements, relocation of an existing lighting unit, and reconstruction of existing catch basin adjustment rings.

CABLE SPLICE SPECIAL

Description: This work shall consist of installing a cable splice at the location shown in the contract drawings and/or as directed by the Owner.

General: Prior to conducting any underground electric work, all underground electric components to be altered shall be exposed and Contractor shall confirm sizes and types of all underground electric components. All proposed underground electric components are subject to change if existing components are incompatible with proposed components. No proposed underground electric components shall be installed until they are confirmed by the Owner to be compatible with the existing components.

An in-line splice shall be provided for the conductor connection as shown in the Contract Drawings. Splice crimp component shall be Burndy copper compression splice, long barrel, beveled entry, type YS, or equal. Splice shall be made with crimp tool by manufacturer that allows expanded conductor ranges. Splice insulation component shall be heat-shrinkable tubing: Raychem heavy-wall, low-voltage tubing, type WCSM, or equal.

Method of Measurement: This work shall be measured for payment per each cable splice performed.

City of Wheaton
Municipal Parking Lot Improvements

Basis of Payment: This item shall be paid for at the contract unit price per EACH for CABLE SPLICE SPECIAL, which price shall include all equipment, labor, and materials required to install the proposed cable splice as specified herein and in the contract drawings.

CATCH BASINS TO BE RECONSTRUCTED (SPECIAL)

Description: This work consists of removing existing damaged concrete adjustment rings from catch basins and replacing in kind with new concrete adjustment rings.

General: This work shall be performed after all adjacent asphalt and concrete removal items have been performed, and before any new asphalt or concrete has been poured adjacent to the catch basins to be reconstructed. All existing adjustment rings within catch basins to be reconstructed shall be removed. New rubber adjustment rings shall be sized and installed such that the top of the catch basin lid shall not exceed the existing catch basin lid elevation, and so the lid shall meet smooth and flush with the proposed top of surface course. When shimming is required because of pavement crown, beveled rubber riser rings shall be used; brick shimming or mortar will not be allowed. All existing catch basin components, except for the adjustment rings, shall remain. All joints between rubber adjustment rings and frames shall be sealed with flexible butyl mastic material 2 1/2 inches wide by 3/8 inches thick. Any adjacent pavement, curb and gutter, sidewalk, or turf restoration required because of catch basin reconstruction shall not be measured for payment, but shall be included in the cost of this pay item.

Method of Measurement: This work shall be measured for payment per each catch basin reconstructed.

Basis of Payment: This work shall be paid for at the contract unit price for CATCH BASINS TO BE RECONSTRUCTED (SPECIAL), which price shall include all equipment, labor, and materials required to remove, replace, and seal all existing adjustment rings within the noted catch basins as specified herein and in the Contract Drawings.

CONCRETE PARKING BLOCKS

Description: This work consists of the installation of permanent concrete parking blocks at the locations shown on the contract drawings and/or as directed by the Owner.

General: Concrete parking blocks shall be precast and shall conform to the following dimensions as a minimum: 6 feet long by 9 inches wide by 6 inches tall. Exact shape and dimensions shall be in accordance with manufacturer's recommendation. Concrete parking blocks shall be tied into the pavement with a minimum of two steel pins per block, in accordance with manufacturer's recommendation. Concrete parking blocks shall be placed such that there is 1-foot clear space minimum between the edge of pavement and the nearest vertical face of the concrete block.

Method of Measurement: This work shall be measured for payment per each concrete parking block installed.

Basis of Payment: This work shall be paid for at the contract unit price for CONCRETE PARKING BLOCKS, which price shall include all equipment, labor, and materials required to install each concrete parking block as specified herein and in the Contract Drawings.

City of Wheaton
Municipal Parking Lot Improvements

CONDUIT SPLICE

Description: This work shall consist of installing a conduit splice at the location shown in the Contract Drawings or as directed by the Owner.

General: Prior to conducting any underground electric work, all underground electric components to be altered shall be exposed and Contractor shall confirm sizes and types of all underground electric components. All proposed underground electric components are subject to change if existing components are incompatible with proposed components. No proposed underground electric components shall be installed until they are confirmed by the Owner to be compatible with the existing components.

The proposed rigid underground galvanized steel conduit shall be spliced to the existing using an ANSI/NEMA FB 1 fitting of threaded-type material to match the conduit. Split couplings shall not be allowed. Conduit splice shall be sealed with heat-shrinkable tubing: Raychem heavy-wall, low-voltage tubing, type WCSM, or equal.

Method of Measurement: This work shall be measured for payment per each conduit splice performed.

Basis of Payment: This item shall be paid for at the contract unit price per EACH for CONDUIT SPLICE, which price shall include all equipment, labor, and materials required to install the proposed conduit splice as specified herein and in the Contract Drawings.

PAINT CURB

Description: This work shall consist of painting the proposed curb at the locations shown on the Contract Drawings or as directed by the Owner.

General: Paint shall be yellow to match yellow pavement markings. The entire vertical face of the proposed curb shall be painted. Top of the curb shall also be painted a minimum of 6 inches wide from the vertical face of the curb.

Materials: Materials shall be according to the applicable portions of Section 1095.02 of the Standard Specifications.

Method of Measurement: This work shall be measured for payment per linear foot as measured along the face of curb.

Basis of Payment: This item shall be paid for at the contract unit price per linear foot for PAINT CURB, which price shall include all equipment, labor, and materials required to paint the proposed curb as specified herein and in the contract drawings.

PORLAND CEMENT CONCRETE SIDEWALK AND CURB WALL

Description: This work consists of the construction of a monolithically-poured Portland cement concrete (PCC) sidewalk and curb wall at the locations shown on the Contract Drawings or as directed by the Owner.

City of Wheaton
Municipal Parking Lot Improvements

General: The PCC sidewalk and curb wall shall conform with the applicable portions of Section 606 of the Standard Specifications. This combination sidewalk and curb wall shall meet dimensions detailed in the Contract Drawings. The curb wall and adjacent sidewalk shall be separated by a preformed joint filler of 1/2-inch thickness, as specified in Section 424.07 of the Standard Specifications. The sidewalk shall be divided by grooves as described in Section 424.06 of the Standard Specifications. These grooves shall be perpendicular to the centerline of the walk and shall be continuous across the entire width of the combination concrete sidewalk and curb wall. The sidewalk and curb wall shall rest on a minimum 4 inches of Type A subbase granular material and shall be compacted in accordance Article 311 of the Standard Specifications, which is to be included in the cost of the sidewalk and curb wall. The joints between the existing and proposed sidewalk and curb shall be smooth and flush and shall contain a 1-inch preformed joint filler, which shall be included in the cost of the sidewalk and curb wall.

Materials: Materials shall be according to the applicable portions of Sections 1004, 1020, and 1051 of the Standard Specifications.

Method of Measurement: This work shall be measured for payment per cubic yard installed in place.

Basis of Payment: This work shall be paid for at the contract unit price per cubic yard for PORTLAND CEMENT CONCRETE SIDEWALK AND CURB WALL, which price shall include all equipment, labor, and materials required to install the sidewalk and curb wall as specified herein and in the contract drawings.

COARSE AGGREGATE QUALITY (BDE)

Effective: July 1, 2015

Revise Article 1004.01(b) of the Standard Specifications to read:

"(b) Quality. The coarse aggregate shall be according to the quality standards listed in the following table.

QUALITY TEST	CLASS			
	A	B	C	D
Na ₂ SO ₄ Soundness 5 Cycle, ITP 104 ^{1/} , % Loss max.	15	15	20	25 ^{2/}
Los Angeles Abrasion, ITP 96 ^{11/} , % Loss max.	40 ^{3/}	40 ^{4/}	40 ^{5/}	45
Minus No. 200 (75 µm) Sieve Material, ITP 11	1.0 ^{6/}	---	2.5 ^{7/}	---
Deleterious Materials ^{10/}				
Shale, % max.	1.0	2.0	4.0 ^{8/}	---
Clay Lumps, % max.	0.25	0.5	0.5 ^{8/}	---
Coal & Lignite, % max.	0.25	---	---	---
Soft & Unsound Fragments, % max.	4.0	6.0	8.0 ^{8/}	---
Other Deleterious, % max.	4.0 ^{9/}	2.0	2.0 ^{8/}	---
Total Deleterious, % max.	5.0	6.0	10.0 ^{8/}	---
Oil-Stained Aggregate ^{10/} , % max	5.0	---	---	---

1/ Does not apply to crushed concrete.

2/ For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.

3/ For portland cement concrete, the maximum percent loss shall be 45.

4/ Does not apply to crushed slag or crushed steel slag.

5/ For hot-mix asphalt (HMA) binder mixtures, except when used as surface course, the maximum percent loss shall be 45.

6/ For crushed aggregate, if the material finer than the No. 200 (75 µm) sieve consists of the dust from fracture, essentially free from clay or silt, this percentage may be increased to 2.5.

CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE)

Effective: April 1, 2014

| Revised: August 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

"(i) Polyurethane Joint Sealant 1050.04"

Revise the fifth paragraph of Article 606.07 of the Standard Specifications to read:

"Transverse contraction and longitudinal construction joints shall be sealed according to Article 420.12, except transverse joints in concrete curb and gutter shall be sealed with polysulfide or polyurethane joint sealant."

Add the following to Section 1050 of the Standard Specifications:

"1050.04 Polyurethane Joint Sealant. The joint sealant shall be a polyurethane sealant,

| Type S, Grade NS, Class 25 or better, Use T (T_1 or T_2), according to ASTM C 920."

80334

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

Effective: January 1, 2010

| Revised: April 1, 2012

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

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

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

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location."

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

Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	$N_{design} = 50$	93.0 – 97.4%	91.0%
IL-9.5, IL-12.5	$N_{design} \geq 90$	92.0 – 96.0%	90.0%
IL-9.5, IL-9.5L, IL-12.5	$N_{design} < 90$	92.5 – 97.4%	90.0%
IL-19.0, IL-25.0	$N_{design} \geq 90$	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L, IL-25.0	$N_{design} < 90$	93.0 – 97.4%	90.0%

HOT-MIX ASPHALT – MIXTURE DESIGN COMPOSITION AND VOLUMETRIC REQUIREMENTS (BDE)

Effective: November 1, 2013

Revised: November 1, 2014

Revise the last sentence of the first paragraph of Article 312.05 of the Standard Specifications to read:

“The minimum compacted thickness of each lift shall be according to Article 406.06(d).”

Delete the minimum compacted lift thickness table in Article 312.05 of the Standard Specifications.

Revise the second paragraph of Article 355.02 of the Standard Specifications to read:

“The mixture composition used shall be IL-19.0.”

Revise Article 355.05(a) of the Standard Specifications to read:

“(a) The top lift thickness shall be 2 1/4 in. (60 mm) for mixture composition IL-19.0.”

Revise the Leveling Binder table and second paragraph of Article 406.05(c) of the Standard Specifications to read:

“Leveling Binder	
Nominal, Compacted, Leveling Binder Thickness, in. (mm)	Mixture Composition
≤ 1 1/4 (32)	IL-4.75, IL-9.5, or IL-9.5L
> 1 1/4 to 2 (32 to 50)	IL-9.5 or IL-9.5L

The density requirements of Article 406.07(c) shall apply for leveling binder, machine method, when the nominal compacted thickness is: 3/4 in. (19 mm) or greater for IL-4.75 mixtures; and 1 1/4 in. (32 mm) or greater for IL-9.5 and IL-9.5L mixtures.”

Revise the table in Article 406.06(d) of the Standard Specifications to read:

“MINIMUM COMPACTED LIFT THICKNESS	
Mixture Composition	Thickness, in. (mm)
IL-4.75	3/4 (19)
IL-9.5, IL-9.5L	1 1/4 (32)
SMA-12.5	2 (51)
IL-19.0, IL-19.0L	2 1/4 (57)“

Revise the ninth paragraph of Article 406.14 of the Standard Specifications to read:

"Test strip mixture will be evaluated at the contract unit price according to the following."

Revise Article 406.14(a) of the Standard Specifications to read:

"(a) If the HMA placed during the initial test strip is determined to be acceptable the mixture will be paid for at the contract unit price."

Revise Article 406.14(b) of the Standard Specifications to read:

"(b) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was not produced within 2.0 to 6.0 percent air voids or within the individual control limits of the JMF according to the Department's test results, the mixture will not be paid for and shall be removed at the Contractor's expense. An additional test strip shall be constructed and the mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF."

Revise Article 406.14(c) of the Standard Specifications to read:

"(c) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF according to the Department's test results, the mixture shall be removed. Removal will be paid according to Article 109.04. This initial mixture will be paid for at the contract unit price. An additional test strip shall be constructed and the mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF."

Delete Article 406.14(d) of the Standard Specifications.

Delete Article 406.14(e) of the Standard Specifications.

Delete the last sentence of Article 407.06(c) of the Standard Specifications.

Revise Note 2. of Article 442.02 of the Standard Specifications to read:

"Note 2. The mixture composition of the HMA used shall be IL-19.0 binder, designed with the same Ndesign as that specified for the mainline pavement."

Delete the second paragraph of Article 482.02 of the Standard Specifications.

Revise the first sentence of the sixth paragraph of Article 482.05 of the Standard Specifications to read:

"When the mainline HMA binder and surface course mixture option is used on resurfacing projects, shoulder resurfacing widths of 6 ft (1.8 m) or less may be placed simultaneously with the adjacent traffic lane for both the binder and surface courses."

Revise the second sentence of the fourth paragraph of Article 601.04 of the Standard Specifications to read:

"The top 5 in. (125 mm) of the trench shall be backfilled with an IL-19.0L Low ESAL mixture meeting the requirements of Section 1030 and compacted to a density of not less than 90 percent of the theoretical density."

Revise the second sentence of the fifth paragraph of Article 601.04 of the Standard Specifications to read:

"The top 8 in. (200 mm) of the trench shall be backfilled with an IL-19.0L Low ESAL mixture meeting the requirements of Section 1030 and compacted to a density of not less than 90 percent of the theoretical density."

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

"(c) Gradation. The fine aggregate gradation for all HMA shall be FA 1, FA 2, FA 20, FA 21, or FA 22. The fine aggregate gradation for SMA shall be FA/FM 20.

For mixture IL-4.75 and surface mixtures with an $N_{design} = 90$, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag meeting the FA 20 gradation.

For mixture IL-19.0, $N_{design} = 90$ the fine aggregate fraction shall consist of at least 67 percent manufactured sand meeting FA 20 or FA 22 gradation. For mixture IL-19.0, $N_{design} = 50$ or 70 the fine aggregate fraction shall consist of at least 50 percent manufactured sand meeting FA 20 or FA 22 gradation. The manufactured sand shall be stone sand, slag sand, steel slag sand, or combinations thereof.

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

Remove footnote 3/ from the tables and at the end of the tables in Article 1004.01(c) of the Standard Specifications.

Delete the last sentence of the first paragraph of Article 1004.03(b) of the Standard Specifications.

Revise the table in Article 1004.03(c) of the Standard Specifications to read:

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

1/ CA 16 or CA 13 may be blended with the gradations listed."

Revise the nomenclature table in Article 1030.01 of the Standard Specifications to read:

"High ESAL	IL-19.0 binder; IL-9.5 surface
Low ESAL	IL-19.0L binder; IL-9.5L surface; Stabilized Subbase (HMA) ^{1/} ; HMA Shoulders ^{2/}

1/ Uses 19.0L binder mix.

2/ Uses 19.0L for lower lifts and 9.5L for surface lift."

Revise Article 1030.02 of the Standard Specifications and Supplemental Specifications to read:

"1030.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.03
(b) Fine Aggregate	1003.03
(c) RAP Material	1031
(d) Mineral Filler	1011
(e) Hydrated Lime	1012.01
(f) Slaked Quicklime (Note 1)	
(g) Performance Graded Asphalt Binder (Note 2)	1032
(h) Fibers (Note 3)	
(i) Warm Mix Asphalt (WMA) Technologies (Note 4)	

Note 1. Slaked quicklime shall be according to ASTM C 5.

Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay.

Note 3. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements.

Note 4. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, "Warm Mix Asphalt Technologies".

Revise Article 1030.04(a)(1) of the Standard Specifications and the Supplemental Specifications to read:

"(1) High ESAL Mixtures. The Job Mix Formula (JMF) shall fall within the following limits.

High ESAL, MIXTURE COMPOSITION (% PASSING) ^{1/}								
Sieve Size	IL-19.0 mm		SMA 12.5 ^{4/}		IL-9.5 mm		IL-4.75 mm	
	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)								
1 in. (25 mm)		100						
3/4 in. (19 mm)	90	100		100				
1/2 in. (12.5 mm)	75	89	90	99		100		100
3/8 in. (9.5 mm)			50	85	90	100		100
#4 (4.75 mm)	40	60	20	40	32	69	90	100
#8 (2.36 mm)	26	42	16	24 ^{5/}	32	52 ^{2/}	70	90
#16 (1.18 mm)	15	30			10	32	50	65
#50 (300 µm)	6	15			4	15	15	30
#100 (150 µm)	4	9			3	10	10	18
#200 (75 µm)	3	6	8.0	11.0 ^{3/}	4	6	7	9
Ratio Dust/Asphalt Binder		1.0				1.0		1.0 ^{3/}

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.

3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.

- 4/ The maximum percent passing the #635 (20 μm) sieve shall be ≤ 3 percent.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above 24 percent."

Delete Article 1030.04(a)(3) of the Standard Specifications.

Delete Article 1030.04(a)(4) of the Standard Specifications.

Revise the table in Article 1030.04(b)(1) of the Standard Specifications to read:

"VOLUMETRIC REQUIREMENTS High ESAL				
	Voids in the Mineral Aggregate (VMA), % minimum			Voids Filled with Asphalt Binder (VFA), %
N _{design}	IL-19.0	IL-9.5	IL-4.75 ^{1/}	
50	13.5	15.0	18.5	65 – 78 ^{2/}
70				
90				65 - 75

1/ Maximum Draindown for IL-4.75 shall be 0.3 percent

2/ VFA for IL-4.75 shall be 76-83 percent"

Revise the table in Article 1030.04(b)(2) of the Standard Specifications to read:

"VOLUMETRIC REQUIREMENTS Low ESAL				
Mixture Composition	Design Compactive Effort	Design Air Voids Target %	VMA (Voids in the Mineral Aggregate), % min.	VFA (Voids Filled with Asphalt Binder), %
IL-9.5L	N _{DES} =30	4.0	15.0	65-78
IL-19.0L	N _{DES} =30	4.0	13.5	N/A"

Replace Article 1030.04(b)(3) of the Standard Specifications with the following:

"(3) SMA Mixtures.

ESALs (million)	N _{design}	Design Air Voids Target %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %
≤ 10	50	4.0	16.0	75 – 80
> 10	80	4.0	17.0	75 – 80"

Delete Article 1030.04(b)(4) of the Standard Specifications.

Delete Article 1030.04(b)(5) from the Supplemental Specifications.

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

"Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Test Method See Manual of Test Procedures for Materials
Aggregate Gradation % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 µm) No. 200 (75 µm)	1 washed ignition oven test on the mix per half day of production Note 3.	Illinois Procedure
Asphalt Binder Content by Ignition Oven Note 1.	1 per half day of production	Illinois-Modified AASHTO T 308
VMA Note 2.	Day's production ≥ 1200 tons: 1 per half day of production Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	Illinois-Modified AASHTO R 35

"Parameter	Frequency of Tests	Test Method See Manual of Test Procedures for Materials
Air Voids	High ESAL Mixture Low ESAL Mixture	Illinois-Modified AASHTO T 312
	Day's production ≥ 1200 tons: 1 per half day of production	
Bulk Specific Gravity of Gyratory Sample Note 4.	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	
	Day's production ≥ 1200 tons: 1 per half day of production	
Maximum Specific Gravity of Mixture	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	Illinois-Modified AASHTO T 209
	Day's production ≥ 1200 tons: 1 per half day of production	

Note 1. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 2. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design.

Note 3. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident.

Note 4. The WMA compaction temperature for mixture volumetric testing shall be 270 ± 5 °F (132 ± 3 °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be 270 ± 5 °F (132 ± 3 °C) if the mixture is not allowed to cool to room temperature. If the mixture is allowed to cool to room temperature, it shall be reheated to standard HMA compaction temperatures."

Revise the table in Article 1030.05(d)(2)b. of the Standard Specifications to read:

"Parameter	High ESAL Mixture Low ESAL Mixture
Ratio Dust/Asphalt Binder	0.6 to 1.2
Moisture	0.3 %"

Revise the Article 1030.05(d)(4) of the Supplemental Specifications to read:

"(4) Control Limits. Target values shall be determined by applying adjustment factors to the AJMF where applicable. The target values shall be plotted on the control charts within the following control limits.

Parameter	CONTROL LIMITS					
	High ESAL Low ESAL		SMA		IL-4.75	
	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4
% Passing: ^{1/}						
1/2 in. (12.5 mm)	± 6 %	± 4 %	± 6 %	± 4 %		
3/8 in. (9.5mm)			± 4 %	± 3 %		
No. 4 (4.75 mm)	± 5 %	± 4 %	± 5 %	± 4 %		
No. 8 (2.36 mm)	± 5 %	± 3 %	± 4 %	± 2 %		
No. 16 (1.18 mm)			± 4 %	± 2 %	± 4 %	± 3 %
No. 30 (600 µm)	± 4 %	± 2.5 %	± 4 %	± 2.5 %		
Total Dust Content No. 200 (75 µm)	± 1.5 %	± 1.0 %			± 1.5 %	± 1.0 %
Asphalt Binder Content	± 0.3 %	± 0.2 %	± 0.2 %	± 0.1 %	± 0.3 %	± 0.2 %
Voids	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %
VMA	-0.7 % ^{2/}	-0.5 % ^{2/}	-0.7 % ^{2/}	-0.5 % ^{2/}	-0.7 % ^{2/}	-0.5 % ^{2/}

1/ Based on washed ignition oven

2/ Allowable limit below minimum design VMA requirement

DENSITY CONTROL LIMITS		
Mixture Composition	Parameter	Individual Test
IL-4.75	Ndesign = 50	93.0 - 97.4 % ^{1/}
IL-9.5	Ndesign = 90	92.0 - 96.0 %
IL-9.5, IL-9.5L	Ndesign < 90	92.5 - 97.4 %
IL-19.0	Ndesign = 90	93.0 - 96.0 %
IL-19.0, IL-19.0L	Ndesign < 90	93.0 ^{2/} - 97.4 %
SMA	Ndesign = 50 & 80	93.5 - 97.4 %

1/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge.

2/ 92.0 % when placed as first lift on an unimproved subgrade."

Revise the table in Article 1030.05(d)(5) of the Supplemental Specifications to read:

"CONTROL CHART REQUIREMENTS	High ESAL, Low ESAL, SMA & IL-4.75
Gradation ^{1/ 3/}	% Passing Sieves: 1/2 in. (12.5 mm) ^{2/} No. 4 (4.75 mm) No. 8 (2.36 mm) No. 30 (600 µm)
Total Dust Content ^{1/}	No. 200 (75 µm)
	Asphalt Binder Content
	Bulk Specific Gravity
	Maximum Specific Gravity of Mixture
	Voids
	Density
	VMA

1/ Based on washed ignition oven.

2/ Does not apply to IL-4.75.

3/ SMA also requires the 3/8 in. (9.5 mm) sieve."

Delete Article 1030.05(d)(6)a.1.(b.) of the Standard Specifications.

Delete Article 1030.06(b) of the Standard Specifications.

Delete Article 1102.01(e) of the Standard Specifications.

80322

HOT-MIX ASPHALT – MIXTURE DESIGN VERIFICATION AND PRODUCTION (BDE)

Effective: November 1, 2013

Revised: November 1, 2014

Description. This special provision provides the requirements for Hamburg Wheel and tensile strength testing for High ESAL, IL-4.75, and Stone Matrix Asphalt (SMA) hot-mix asphalt (HMA) mixes during mix design verification and production. This special provision also provides the plant requirements for hydrated lime addition systems used in the production of High ESAL, IL-4.75, and SMA mixes.

Mix Design Testing. Add the following below the referenced AASHTO standards in Article 1030.04 of the Standard Specifications:

AASHTO T 324 Hamburg Wheel Test

AASHTO T 283 Tensile Strength Test

Add the following to Article 1030.04 of the Standard Specifications:

"(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (Illinois Modified AASHTO T 324) and the Tensile Strength Test (Illinois Modified AASHTO T 283). The Department will perform a verification test on gyratory specimens compacted by the Contractor. If the mix fails the Department's verification test, the Contractor shall make necessary changes to the mix and provide passing Hamburg Wheel and tensile strength test results from a private lab. The Department will verify the passing results.

All new and renewal mix designs shall meet the following requirements for verification testing.

(1) Hamburg Wheel Test Criteria. The maximum allowable rut depth shall be 0.5 in. (12.5 mm). The minimum number of wheel passes at the 0.5 in. (12.5 mm) rut depth criteria shall be based on the high temperature binder grade of the mix as specified in the mix requirements table of the plans.

Illinois Modified AASHTO T 324 Requirements ^{1/}

PG Grade	Number of Passes
PG 58-xx (or lower)	5,000
PG 64-xx	7,500
PG 70-xx	15,000
PG 76-xx (or higher)	20,000

1/ When produced at temperatures of 275 ± 5 °F (135 ± 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

(2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 60 psi (415 kPa) for non-polymer modified performance graded (PG) asphalt binder and 550 kPa (80 psi) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 200 psi (1380 kPa)."

Production Testing. Revise Article 1030.06(a) of the Standard Specifications to read:

| "(a) High ESAL, IL-4.75, WMA, and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip will be required at the beginning of HMA production for each mixture with a quantity of 3000 tons (2750 metric tons) or more according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures".

Before start-up, target values shall be determined by applying gradation correction factors to the JMF when applicable. These correction factors shall be determined from previous experience. The target values, when approved by the Engineer, shall be used to control HMA production. Plant settings and control charts shall be set according to target values.

Before constructing the test strip, target values shall be determined by applying gradation correction factors to the JMF when applicable. After any JMF adjustment, the JMF shall become the Adjusted Job Mix Formula (AJMF). Upon completion of the first acceptable test strip, the JMF shall become the AJMF regardless of whether or not the JMF has been adjusted. If an adjustment/plant change is made, the Engineer may require a new test strip to be constructed. If the HMA placed during the initial test strip is determined to be unacceptable to remain in place by the Engineer, it shall be removed and replaced.

The limitations between the JMF and AJMF are as follows.

Parameter	Adjustment
1/2 in. (12.5 mm)	$\pm 5.0\%$
No. 4 (4.75 mm)	$\pm 4.0\%$
No. 8 (2.36 mm)	$\pm 3.0\%$
No. 30 (600 μm)	*
No. 200 (75 μm)	*
Asphalt Binder Content	$\pm 0.3\%$

* In no case shall the target for the amount passing be greater than the JMF.

Any adjustments outside the above limitations will require a new mix design.

Mixture sampled to represent the test strip shall include additional material sufficient for the Department to conduct Hamburg Wheel testing according to Illinois Modified AASHTO T324 (approximately 60 lb (27 kg) total).

The Contractor shall immediately cease production upon notification by the Engineer of failing Hamburg Wheel test. All prior produced material may be paved out provided all other mixture criteria is being met. No additional mixture shall be produced until the Engineer receives passing Hamburg Wheel tests.

The Department may conduct additional Hamburg Wheel tests on production material as determined by the Engineer."

Revise the title of Article 1030.06(b) of the Standard Specifications to read:

"(b) Low ESAL Mixtures."

System for Hydrated Lime Addition. Revise the fourth sentence of the third paragraph of Article 1030.04(c) of the Standard Specifications to read:

"The method of application shall be according to Article 1102.01(a)(10)."

Replace the first three sentences of the second paragraph of Article 1102.01(a)(10) of the Standard Specifications to read:

"When hydrated lime is used as the anti-strip additive, a separate bin or tank and feeder system shall be provided to store and accurately proportion the lime onto the aggregate either as a slurry, as dry lime applied to damp aggregates, or as dry lime injected onto the hot aggregates prior to adding the liquid asphalt cement. If the hydrated lime is added either as a slurry or as dry lime on damp aggregates, the lime and aggregates shall be mixed by a power driven pugmill to provide a uniform coating of the lime prior to entering the dryer. If dry hydrated lime is added to the hot dry aggregates in a dryer-drum plant, the lime shall be added in such a manner that the lime will not become entrained into the air stream of the dryer-drum and that thorough dry mixing shall occur prior to the injection point of the liquid asphalt. When a batch plant is used, the hydrated lime shall be added to the mixture in the weigh hopper or as approved by the Engineer."

Basis of Payment. Replace the seventh paragraph of Article 406.14 of the Standard Specifications with the following:

"For mixes designed and verified under the Hamburg Wheel criteria, the cost of furnishing and introducing anti-stripping additives in the HMA will not be paid for separately, but shall be considered as included in the contract unit price of the HMA item involved."

If an anti-stripping additive is required for any other HMA mix, the cost of the additive will be paid for according to Article 109.04. The cost incurred in introducing the additive into the

HMA will not be paid for separately, but shall be considered as included in the contract unit price of the HMA item involved.

No additional compensation will be awarded to the Contractor because of reduced production rates associated with the addition of the anti-stripping additive."

80323

HOT MIX ASPHALT – PRIME COAT (BDE)

Effective: November 1, 2014

Revise Note 1 of Article 406.02 of the Standard Specifications to read:

"Note 1. The bituminous material used for prime coat shall be one of the types listed in the following table.

When emulsified asphalts are used, any dilution with water shall be performed by the emulsion producer. The emulsified asphalt shall be thoroughly agitated within 24 hours of application and show no separation of water and emulsion.

Application	Bituminous Material Types
Prime Coat on Brick, Concrete, or HMA Bases	SS-1, SS-1h, SS-1hP, SS-1vh, RS-1, RS-2, CSS-1, CSS-1h, CSS-1hp, CRS-1, CRS-2, HFE-90, RC-70
Prime Coat on Aggregate Bases	MC-30, PEP"

Add the following to Article 406.03 of the Standard Specifications.

"(i) Vacuum Sweeper 1101.19
(j) Spray Paver 1102.06"

Revise Article 406.05(b) of the Standard Specifications to read:

"(b) Prime Coat. The bituminous material shall be prepared according to Article 403.05 and applied according to Article 403.10. The use of RC-70 shall be limited to air temperatures less than 60 °F (15 °C).

(1) Brick, Concrete or HMA Bases. The base shall be cleaned of all dust, debris and any substance that will prevent the prime coat from adhering to the base. Cleaning shall be accomplished by sweeping to remove all large particles and air blasting to remove dust. As an alternative to air blasting, a vacuum sweeper may be used to accomplish the dust removal. The base shall be free of standing water at the time of application. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface as specified in the following table.

Type of Surface to be Primed	Residual Asphalt Rate lb/sq ft (kg/sq m)
Milled HMA, Aged Non-Milled HMA, Milled Concrete, Non-Milled Concrete & Tined Concrete	0.05 (0.244)
Fog Coat between HMA Lifts, IL-4.75 & Brick	0.025 (0.122)

The bituminous material for the prime coat shall be placed one lane at a time. If a spray paver is not used, the primed lane shall remain closed until the prime coat is

fully cured and does not pickup under traffic. When placing prime coat through an intersection where it is not possible to keep the lane closed, the prime coat may be covered immediately following its application with fine aggregate mechanically spread at a uniform rate of 2 to 4 lb/sq yd (1 to 2 kg/sq m).

(2) Aggregate Bases. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface of 0.25 lb/sq ft \pm 0.01 (1.21 kg/sq m \pm 0.05).

The prime coat shall be permitted to cure until the penetration has been approved by the Engineer, but at no time shall the curing period be less than 24 hours for MC-30 or four hours for PEP. Pools of prime occurring in the depressions shall be broomed or squeegeed over the surrounding surface the same day the prime coat is applied.

The base shall be primed 1/2 width at a time. The prime coat on the second half/width shall not be applied until the prime coat on the first half/width has cured so that it will not pickup under traffic.

The residual asphalt rate will be verified a minimum of once per type of surface to be primed as specified herein for which at least 2000 tons (1800 metric tons) of HMA will be placed. The test will be according to the "Determination of Residual Asphalt in Prime and Tack Coat Materials" test procedure.

Prime coat shall be fully cured prior to placement of HMA to prevent pickup by haul trucks or paving equipment. If pickup occurs, paving shall cease in order to provide additional cure time, and all areas where the pickup occurred shall be repaired.

If after five days, loss of prime coat is evident prior to covering with HMA, additional prime coat shall be placed as determined by the Engineer at no additional cost to the Department."

Revise the last sentence of the first paragraph of Article 406.13(b) of the Standard Specifications to read:

"Water added to emulsified asphalt, as allowed in Article 406.02, will not be included in the quantities measured for payment."

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

"Aggregate for covering prime coat will not be measured for payment."

Revise the first paragraph of Article 406.14 of the Standard Specifications to read:

406.14 Basis of Payment. Prime Coat will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT), or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)."

Revise Article 407.02 of the Standard Specifications to read:

“407.02 Materials. Materials shall be according to Article 406.02, except as follows.

Item	Article/Section
(a) Packaged Rapid Hardening Mortar or Concrete	1018"

Revise Article 407.06(b) of the Standard Specifications to read:

“(b) A bituminous prime coat shall be applied between each lift of HMA according to Article 406.05(b).”

Delete the second paragraph of Article 407.12 of the Standard Specifications.

Revise the first paragraph of Article 408.04 of the Standard Specifications to read:

“408.04 Method of Measurement. Bituminous priming material will be measured for payment according to Article 406.13.”

Revise the first paragraph of Article 408.05 of the Standard Specifications to read:

“408.05 Basis of Payment. This work will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT) or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT) and at the contract unit price per ton (metric ton) for INCIDENTAL HOT-MIX ASPHALT SURFACING.”

Revise Article 1032.02 of the Standard Specifications to read:

“1032.02 Measurement. Asphalt binders, emulsified asphalts, rapid curing liquid asphalt, medium curing liquid asphalts, slow curing liquid asphalts, asphalt fillers, and road oils will be measured by weight.

A weight ticket for each truck load shall be furnished to the inspector. The truck shall be weighed at a location approved by the Engineer. The ticket shall show the weight of the empty truck (the truck being weighed each time before it is loaded), the weight of the loaded truck, and the net weight of the bituminous material.

When an emulsion or cutback is used for prime coat, the percentage of asphalt residue of the actual certified product shall be shown on the producer's bill of lading or attached certificate of analysis. If the producer adds extra water to an emulsion at the request of the purchaser, the amount of water shall also be shown on the bill of lading.

Payment will not be made for bituminous materials in excess of 105 percent of the amount specified by the Engineer.”

Add the following to the table in Article 1032.04 of the Standard Specifications.

"SS-1vh	160-180	70-80
RS-1, CRS-1	75-130	25-55"

Add the following to Article 1032.06 of the Standard Specifications.

"(g) Non Tracking Emulsified Asphalt SS-1vh shall be according to the following.

Requirements for SS-1vh			
Test	SPEC	AASHTO Test Method	
Saybolt Viscosity @ 25C, SFS	20-200	T 72	
Storage Stability, 24hr., %	1 max.	T 59	
Residue by Evaporation, %	50 min.	T 59	
Sieve Test, %	0.3 max.	T 59	
Tests on Residue from Evaporation			
Penetration @25°C, 100g., 5 sec., dmm	20 max.	T 49	
Softening Point, °C	65 min.	T 53	
Solubility, %	97.5 min.	T 44	
Orig. DSR @ 82°C, kPa	1.00 min.	T 315"	

Revise the last table in Article 1032.06(f)(2)d. of the Standard Specifications to read:

"Grade	Use
SS-1, SS-1h, RS-1, RS-2, CSS-1, CRS-1, CRS-2, CSS-1h, HFE-90, SS-1hP, CSS-1hP, SS-1vh	Prime or fog seal
PEP	Bituminous surface treatment prime
RS-2, HFE-90, HFE-150, HFE- 300, CRSP, HFP, CRS-2, HFRS-2	Bituminous surface treatment
CSS-1h Latex Modified	Microsurfacing"

Add the following to Article 1101 of the Standard Specifications.

"1101.19 Vacuum Sweeper. The vacuum sweeper shall have a minimum sweeping path of 52 in. (1.3 m) and a minimum blower rating of 20,000 cu ft per minute (566 cu m per minute)."

Add the following to Article 1102 of the Standard Specifications:

"1102.06 Spray Paver. The spreading and finishing machine shall be capable of spraying a rapid setting emulsion tack coat, paving a layer of HMA, and providing a smooth HMA mat in one pass. The HMA shall be spread over the tack coat in less than five seconds after the

application of the tack coat during normal paving speeds. No wheel or other part of the paving machine shall come into contact with the tack coat before the HMA is applied. In addition to meeting the requirements of Article 1102.03, the spray paver shall also meet the requirements of Article 1102.05 for the tank, heating system, pump, thermometer, tachometer or synchronizer, and calibration. The spray bar shall be equipped with properly sized and spaced nozzles to apply a uniform application of tack coat at the specified rate for the full width of the mat being placed."

80348

PAVEMENT PATCHING (BDE)

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

"In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area."

80254

REINFORCEMENT BARS (BDE)

Effective: November 1, 2013

Revise the first and second paragraphs of Article 508.05 of the Standard Specifications to read:

"508.05 Placing and Securing. All reinforcement bars shall be placed and tied securely at the locations and in the configuration shown on the plans prior to the placement of concrete. Manual welding of reinforcement may only be permitted or precast concrete products as indicated in the current Bureau of Materials and Physical Research Policy Memorandum "Quality Control / Quality Assurance Program for Precast Concrete Products", and for precast prestressed concrete products as indicated in the Department's current "Manual for Fabrication of Precast Prestressed Concrete Products". Reinforcement bars shall not be placed by sticking or floating into place or immediately after placement of the concrete.

Bars shall be tied at all intersections, except where the center to center dimension is less than 1 ft (300 mm) in each direction, in which case alternate intersections shall be tied. Molded plastic clips may be used in lieu of wire to secure bar intersections, but shall not be permitted in horizontal bar mats subject to construction foot traffic or to secure longitudinal bar laps. Plastic clips shall adequately secure the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. Plastic clips may be recycled plastic, and shall meet the approval of the Engineer. The number of ties as specified shall be doubled for lap splices at the stage construction line of concrete bridge decks when traffic is allowed on the first completed stage during the pouring of the second stage."

Revise the fifth paragraph of Article 508.05 of the Standard Specifications to read:

"Supports for reinforcement in bridge decks shall be metal. For all other concrete construction the supports shall be metal or plastic. Metal bar supports shall be made of cold-drawn wire, or other approved material and shall be either epoxy coated, galvanized or plastic tipped. When the reinforcement bars are epoxy coated, the metal supports shall be epoxy coated. Plastic supports may be recycled plastic. Supports shall be provided in sufficient number and spaced to provide the required clearances. Supports shall adequately support the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. The legs of supports shall be spaced to allow an opening that is a minimum 1.33 times the nominal maximum aggregate size used in the concrete. Nominal maximum aggregate size is defined as the largest sieve which retains any of the aggregate sample particles. All supports shall meet the approval of the Engineer."

Revise the first sentence of the eighth paragraph of Article 508.05 of the Standard Specifications to read:

"Epoxy coated reinforcement bars shall be tied with plastic coated wire, epoxy coated wire, or molded plastic clips where allowed."

Add the following sentence to the end of the first paragraph of Article 508.06(c) of the Standard Specifications:

"In addition, the total slip of the bars within the splice sleeve of the connector after loading in tension to 30 ksi (207 MPa) and relaxing to 3 ksi (20.7 MPa) shall not exceed 0.01 in. (254 microns)."

Revise Article 1042.03(d) of the Standard Specifications to read:

"(d) Reinforcement and Accessories: The concrete cover over all reinforcement shall be within $\pm 1/4$ in. (± 6 mm) of the specified cover.

Welded wire fabric shall be accurately bent and tied in place.

Miscellaneous accessories to be cast into the concrete or for forming holes and recesses shall be carefully located and rigidly held in place by bolts, clamps, or other effective means. If paper tubes are used for vertical dowel holes, or other vertical holes which require grouting, they shall be removed before transportation to the construction site."

80327

SIDEWALK, CORNER, OR CROSSWALK CLOSURE (BDE)

Effective: January 1, 2015

| Revised: April 1, 2015

Revise the first sentence of Article 1106.02(m) of the Supplemental Specifications to read:

"The top and bottom panels shall have alternating white and orange stripes sloping 45 degrees on both sides."

80354

- 7/ Does not apply to aggregates for HMA binder mixtures.
- 8/ Does not apply to Class A seal and cover coats.
- 9/ Includes deleterious chert. In gravel and crushed gravel aggregate, deleterious chert shall be the lightweight fraction separated in a 2.35 heavy media separation. In crushed stone aggregate, deleterious chert shall be the lightweight fraction separated in a 2.55 heavy media separation. Tests shall be run according to ITP 113.
- 10/ Test shall be run according to ITP 203.

- 11/ Does not apply to crushed slag.

All varieties of chert contained in gravel coarse aggregate for portland cement concrete, whether crushed or uncrushed, pure or impure, and irrespective of color, will be classed as chert and shall not be present in the total aggregate in excess of 25 percent by weight (mass).

Aggregates used in Class BS concrete (except when poured on subgrade), Class PS concrete, and Class PC concrete (bridge superstructure products only, excluding the approach slab) shall contain no more than two percent by weight (mass) of deleterious materials. Deleterious materials shall include substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete."

80360



Construction & Geotechnical Material Testing, Inc.

60 Martin Lane, Elk Grove Village, Illinois 60007
Telephone (630) 595-1111 ♦ Fax (630) 595-1110

April 11, 2015

City of Wheaton
Mr. Michael Wakefield
Street Superintendent
821 Liberty Drive
Wheaton, Illinois 60187

CGMT Project No. 15G0143

Reference: *Report of Subsurface Exploration Services, Proposed Parking Lot Improvements, Police Station and Wheaton Lot #10, Wheaton, Illinois*

Dear Mr. Wakefield:

CGMT, Inc. has completed the pavement thickness and immediate subgrade evaluation of the existing parking lot pavements at the above mentioned locations in Wheaton, Illinois. This letter describes the pavement exploration findings. Core Location Maps are included as an attachment to this letter.

Exploration Objective and Summary

The objectives of this exploration were to evaluate the total pavement component thicknesses of the existing pavement. A total of eight (8) cores, C-1 through C-8 were performed for this project. Cores C-1 through C-4 were performed on the Police Station Lot and C-5 through C-8 were performed on Lot #10.

The core properties are summarized in the tables below:

Police Station Lot				
Core	Location	Total Depth of Exploration	Pavement Components	Comments
		(inches)		
C-1	See Location Diagram	30"	1 3/4" HMA Surface	Trace voids, good bond
			2" HMA Binder	Trace voids
			20" Basecourse	Apparent IDOT CA-6
			4" Basecourse	Granular 3" Stone
			Soil	Brown & gray silty Clay, trace sand and gravel
C-2	See Location Diagram	24"	1 1/4" HMA Surface	Some voids, poor bond, fractured vertically
			2" HMA Binder	Trace voids
			8" Basecourse	Apparent IDOT CA-6
			Soil	Brown & gray silty Clay, trace sand and gravel



CGMT Project No. 15G0151
Pavement Exploration
Wheaton, Illinois

C-3	See Location Diagram	24"	1" HMA Surface	Trace voids, good bond
			1 1/2" HMA Binder	Trace voids
			16" Basecourse	Apparent IDOT CA-6
			Soil	Brown silty Clay, trace sand and gravel
C-4	See Location Diagram	24"	1 3/4" HMA Surface	Trace voids, good bond
			1 3/4" HMA Binder	Trace voids
			8" Basecourse	Apparent IDOT CA-6
			Soil	Brown silty Clay, trace sand and gravel

Commuter Lot #10				
C-1	See Location Diagram (near parking space #122)	30"	1 1/4" HMA Surface	Trace voids, good bond
			2" HMA Binder	Trace voids
			3" Basecourse	Apparent IDOT CA-6
			Soil	Black silty Clay FILL, trace sand and gravel
C-2	See Location Diagram (near parking space #84)	33"	1 7/8" HMA Surface	Trace voids, poor bond
			1 5/8" HMA Surface	Trace voids, good bond
			3 3/8" HMA Binder	Trace voids, poor bond
			1" HMA Leveling Binder	Trace voids, poor bond
			5 3/4" HMA Binder	Trace voids
			2" Basecourse	Stone/soil mixture
			Soil	Black silty Clay FILL trace sand and gravel
C-3	See Location Diagram (near parking space #41)	30"	2" HMA Surface	Trace voids, good bond
			1 7/8" HMA Binder	Trace voids
			12" Basecourse	Apparent IDOT CA-6
			Soil	Black silty Clay FILL trace sand and gravel
C-4	See Location Diagram (near employee parking)	30"	2" HMA Surface	Trace voids, good bond
			2 3/4" HMA Binder	Little voids
			25 1/2" Basecourse	Apparent IDOT CA-6

Note(s): 1-HMA – Hot Mix Asphalt



CGMT Project No. 15G0151
Pavement Exploration
Wheaton, Illinois

Design considerations were not requested at this time. Should subgrade soils be exposed during pavement rehabilitation, it is recommended the soils be proof-rolled and observed by a geotechnical engineering consultant prior to basecourse or paving operations.

We appreciate this opportunity to be of service to City of Wheaton during the phase of this project. If you have any questions with regard to the information presented in this letter, or if we can be of further assistance to you in any way during the planning or construction of this project, please do not hesitate to contact us.

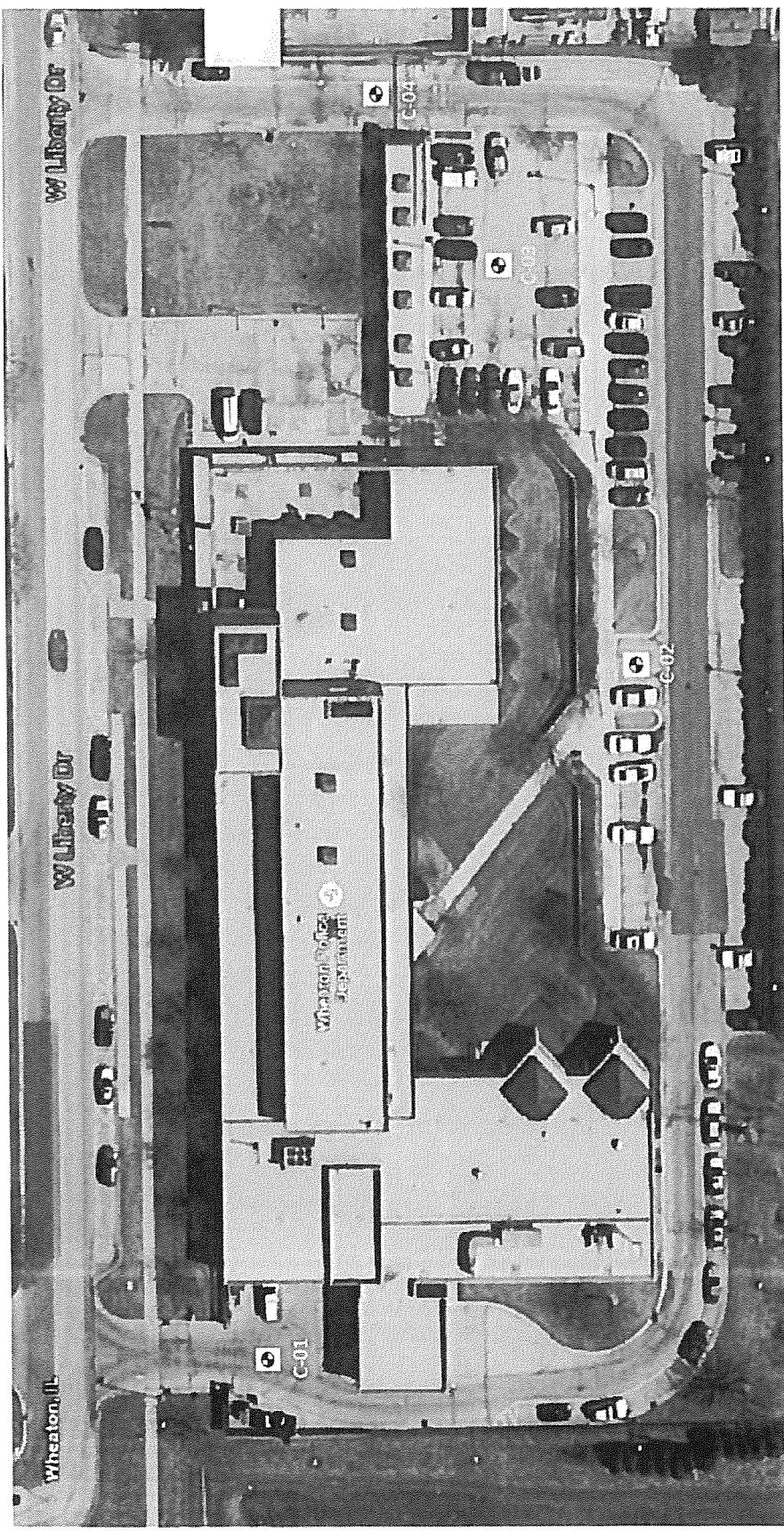
Respectfully,

CONSTRUCTION AND GEOTECHNICAL MATERIAL TESTING, INC.

Pratik K. Patel, P.E.
Vice President

Encl.

CC: Sarang Lagvankar, P.E.
File/PK

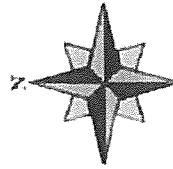


Soil Boring Location Diagram

City of Wheaton Police Department

Liberty Dr. and Commerce Dr.
Wheaton, Illinois

Project Manager	Project Number
P. Patel	15G151
Date	Sheet Number
3/12/2015	Fig. 1

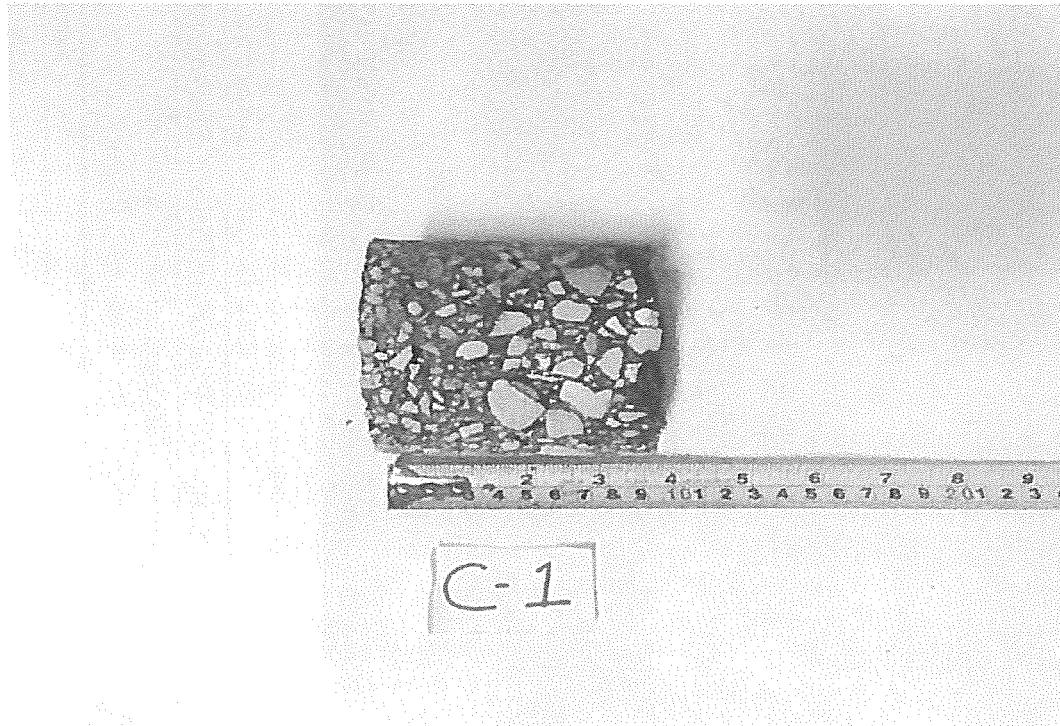


LEGEND

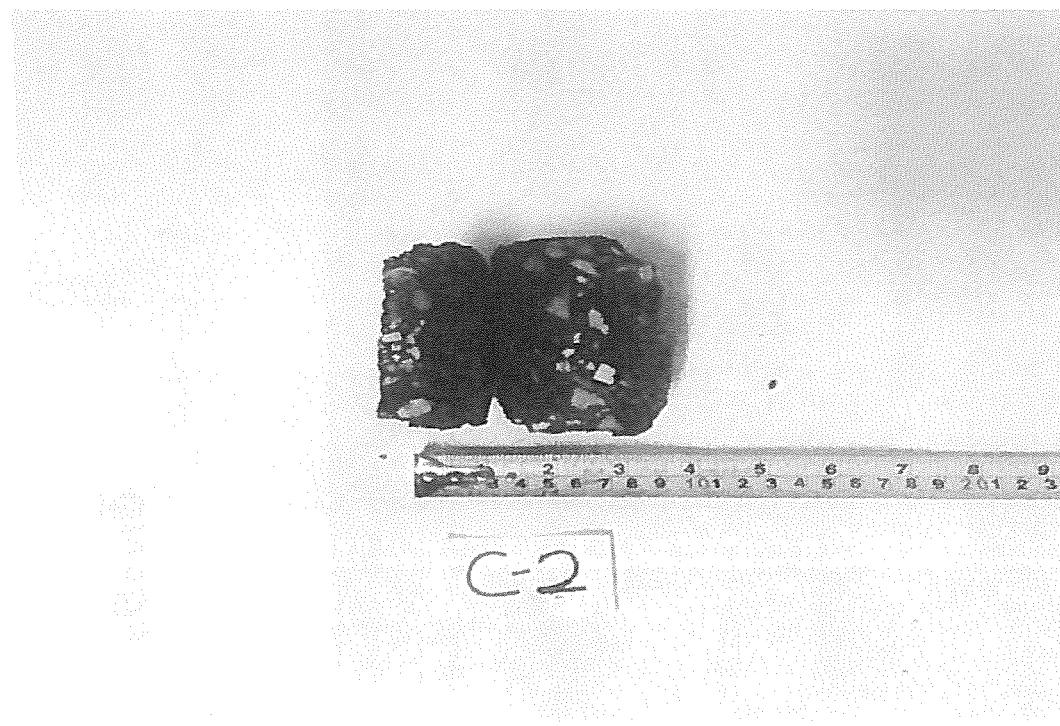
● - Approximate Coring Location



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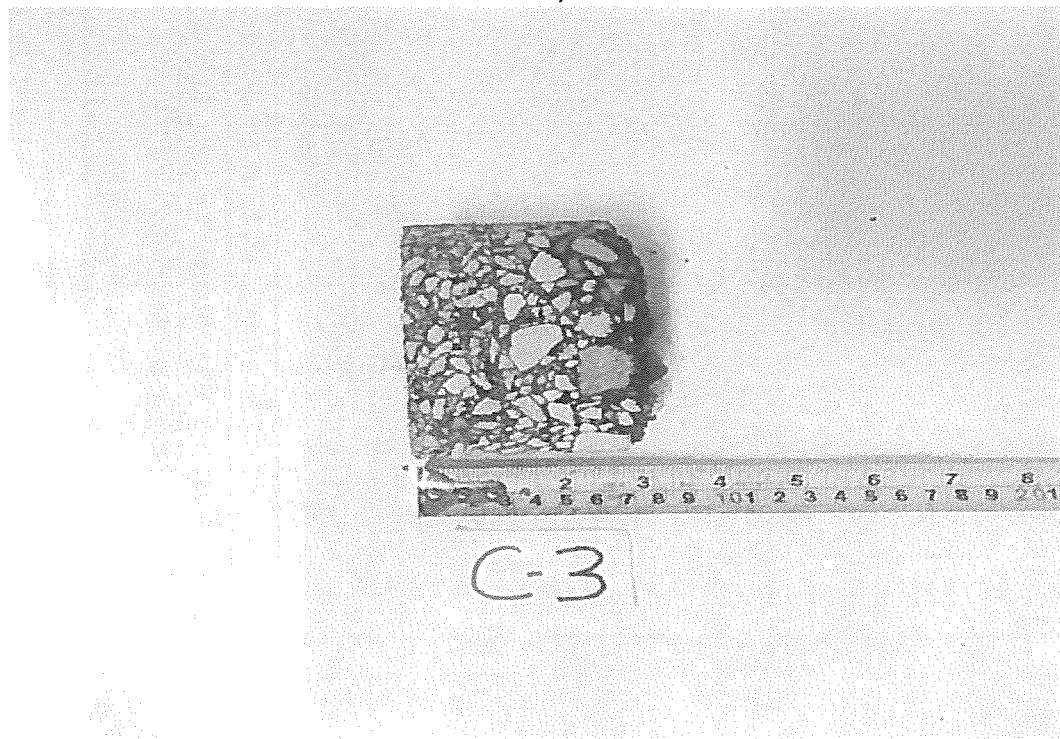
Police Core: C-1



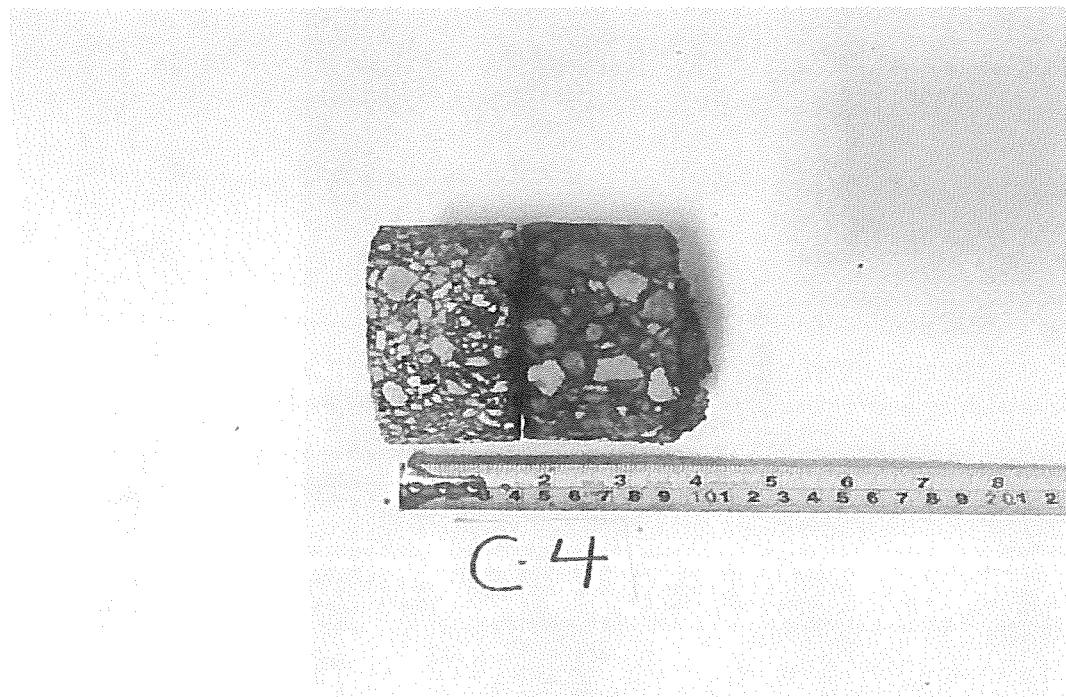
Police Core: C-2



CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INC.



Police Core: C-3



Police Core: C-4

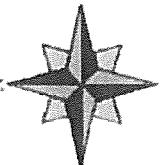




Soil Boring Location Diagram

City of Wheaton Parking Lot # 10

N. President St. and College Ave.
Wheaton, Illinois



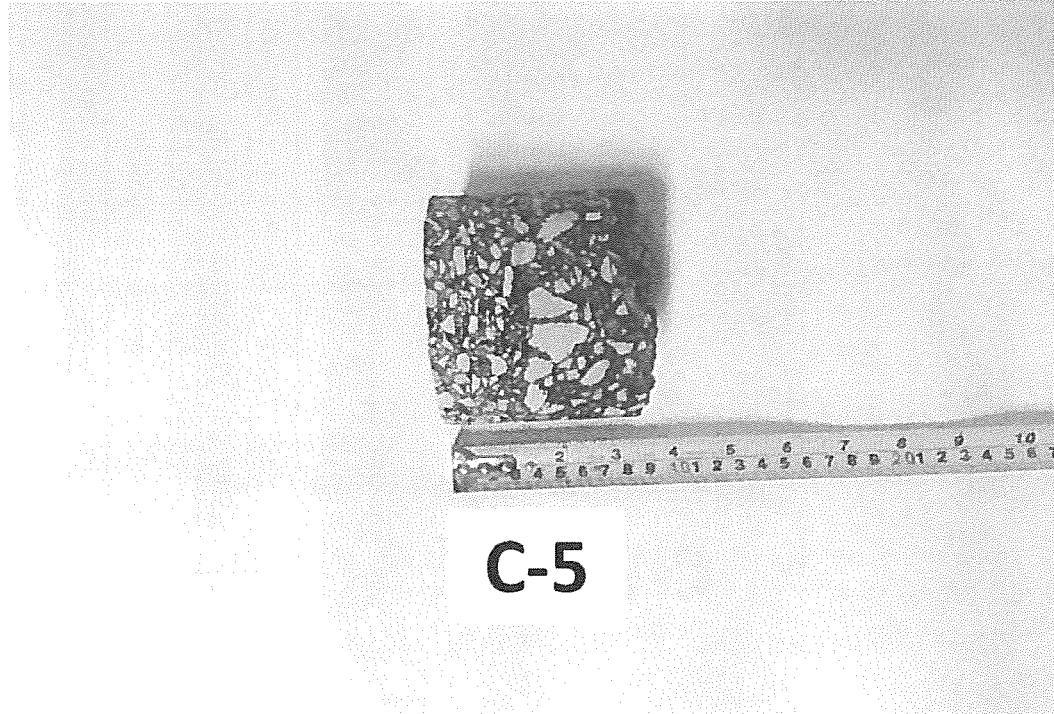
LEGEND

● - Approximate Soil Boring Location

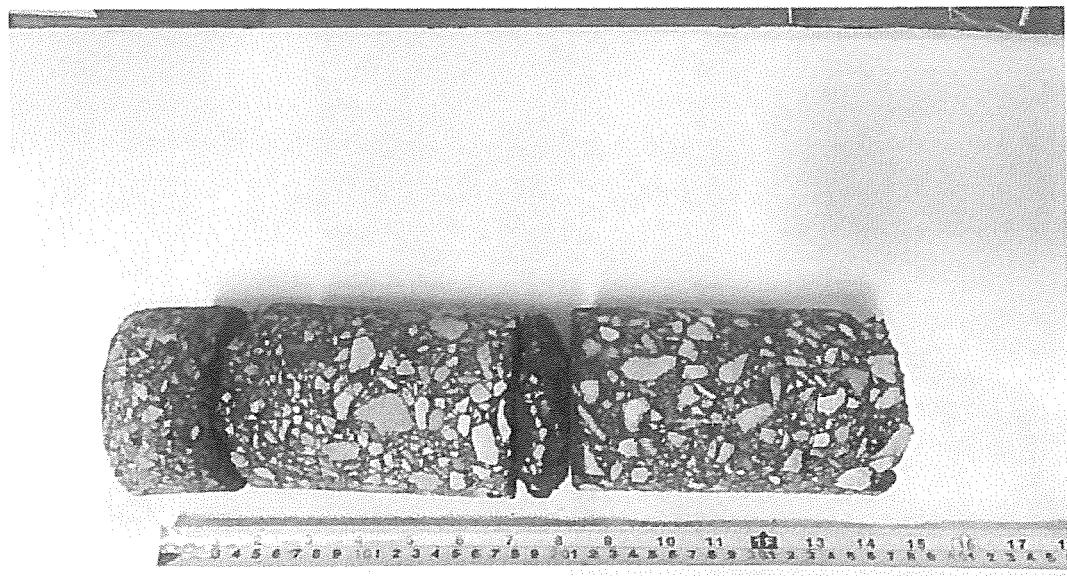
MAP
ONE

Project Manager	Project Number
P. Patel	15G0151
Date	Sheet Number
3/12/2015	Fig. 1

CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INC.



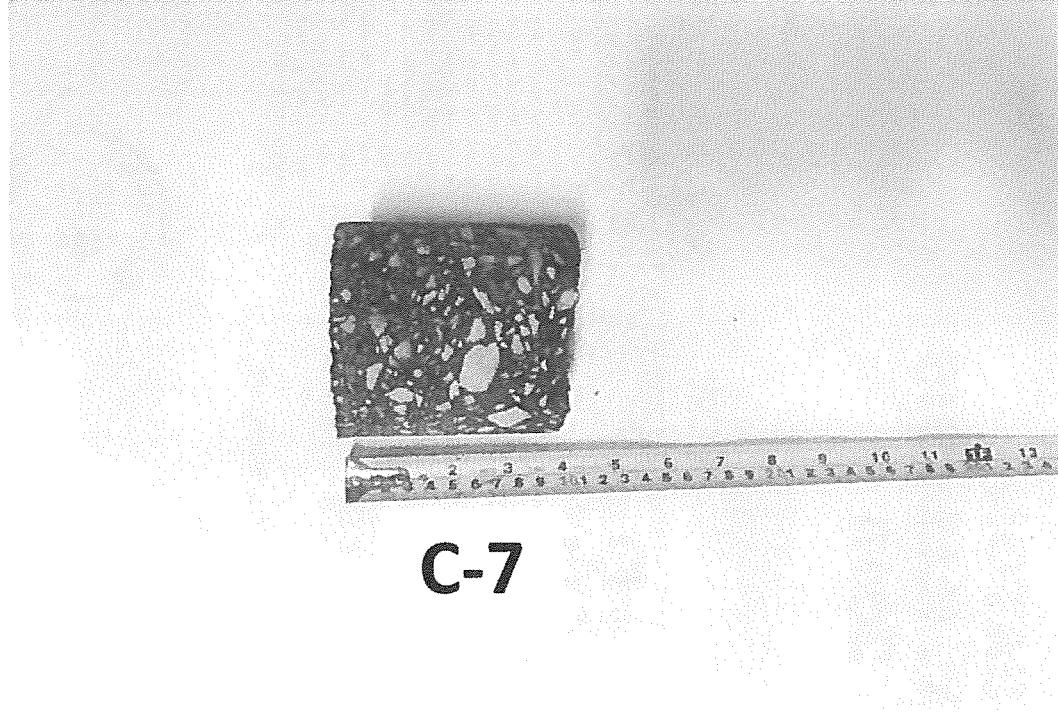
Lot 10 Core: C-5



Lot 10 Core: C-6

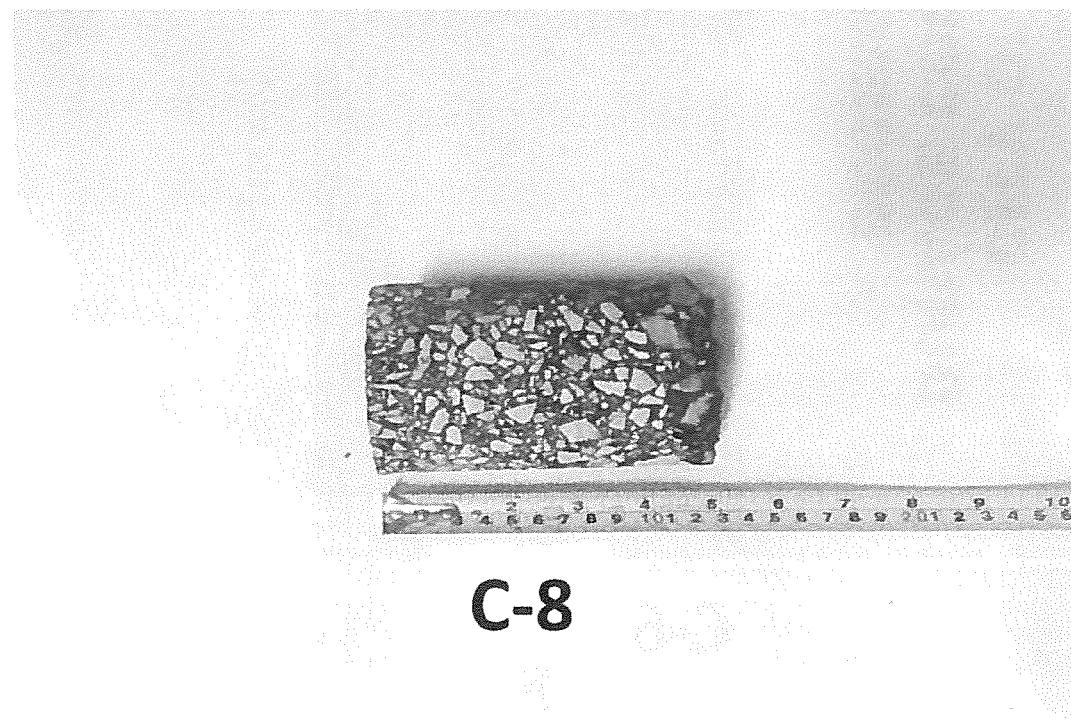


CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INC.



C-7

Lot 10 Core: C-7



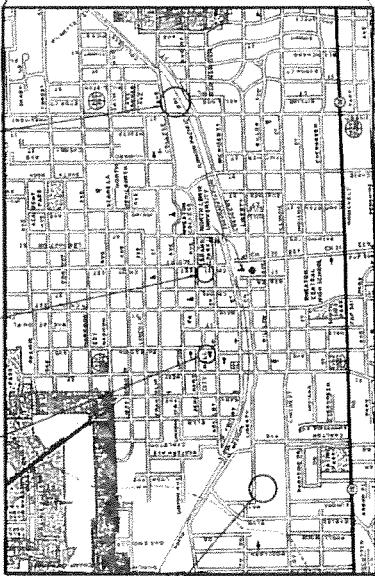
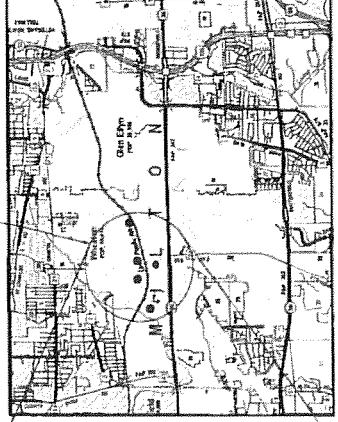
C-8

Lot 10 Core: C-8



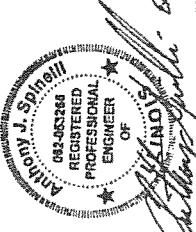
**MUNICIPAL PARKING LOT IMPROVEMENT PROJECTS
FOR THE
CITY OF WHEATON
DUPage COUNTY, ILLINOIS
DECEMBER, 2015**

1170 SOUTH HOBSON ROAD
JOLIET, IL 60431
815 744-4200
815 744-4215 FAX
www.strand.com
IDFPN NO. 184-001273
CONTRACT NO.



LIST OF DRAWINGS

SECTION	CHAPTER
1	1 TITLE SHEET, PROJECT LOCATION, AND LIST OF DRAWINGS
2	2 LEGEND AND GENERAL NOTES
3	3 SUMMARY OF QUANTITIES
4	4 PATCHING AND CONCRETE WORK - POLICE DEPARTMENT
5	5 PAVEMENT MARKING PLAN - POLICE DEPARTMENT
6	6 DETAILS - POLICE DEPARTMENT
7	7 PATCHING AND CONCRETE WORK - CITY HALL
8	8 PAVEMENT MARKING PLAN - CITY HALL
9	9 PATCHING AND CONCRETE WORK - LIBRARY
10	10 PAVEMENT MARKING PLAN - LIBRARY
11	11 DETAILS - LIBRARY
12	12 PATCHING AND CONCRETE WORK - METRA STATION
13	13 PAVEMENT MARKING PLAN - METRA STATION
14	14 DETAILS - METRA STATION
15	15 TYPICAL PAVEMENT SECTIONS
16	16 WISCONSIN DETAILS



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Ergonomics in Design 111

GENERAL NOTES

- ALL CONSTRUCTION SHALL BE DONE ACCORDING TO THE STATE OF ILLINOIS "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" ADOPTED JANUARY 1, 2012, THE "SUPPLEMENTAL SPECIFICATIONS AND RETURNING SPECIAL PROVISIONS" ADOPTED JANUARY 1, 2015, THE DETAILS IN THESE PLANS, AND THE SPECIAL PROVISIONS INCLUDED IN THE CONTRACT DOCUMENTS.
- FOR THESE DRAWINGS, THE CITY OF WHEATON SHALL BE DEFINED AS "THE OWNER".
- ANY REFERENCED TO THE DRAWINGS THROUGHOUT THE DRAWINGS OR SPECIAL PROVISIONS SHALL BE INTERPRETED TO BE THE LATEST STANDARDS OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE CITY OF WHEATON.
- WHERE SECTION OR SUBSECTION ADVANCEMENTS ARE ENCOUNTERED, THE OWNER SHALL BE NOTIFIED BEFORE SUCH WORKS ARE REAVERED. THE CONTRACTOR SHALL PHASE AND LAYER THE CONSTRUCTION AND, TO THE CONTRACTOR'S SATISFACTION, AND TO THE OWNER'S SATISFACTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AN ALIGNMENT SURVEYOR'S REFS (ESTABLISH AND SECTION OR SUBSECTION ALIGNMENT DISRUPTED BY THEIR OPERATIONS.
- UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DRAWINGS, NO TIRE RESTORATION SHALL BE PAID FOR SEPARATELY. ALL TIRE AREAS DAMAGED BY ADJACENT INSTALLATIONS SHALL BE RESTORED USING REPAIR AND REPAIRMENT OF THE TOP SURFACES OF TIRESOUL, AND THE PLACEMENT OF SOBINGS, SALT, TOLERANT, ALL RESTORATION AREAS SHALL MATCH MUDSOUL AND LUSH WITH EXISTING TIRESOUL, AND RESTORATION AREAS SHALL BE SUPPLIED TO OWNER, INFLATABLE TIRESOUL AND LUSH SOIL, SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF VARIOUS PAY ITEMS.
- THE CONTRACTOR SHALL TAKE CARE TO PRESERVE EXISTING LANDSCAPING AT LOCATIONS NOT SHOWN IN THE PLANS TO BE REMOVED AND AS DIRECTED BY THE ENGINEER. LANDSCAPING TO BE PROTECTED THAT IS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE REPLACED IN KIND AT THEIR EXPENSE.
- VERIFICATIONS OF DIMENSIONS IN THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND CONDITIONS EXISTING IN THE FIELD PRIOR TO CONSTRUCTION AND ORDERING MATERIALS.
- THE CONTRACTOR'S OPERATIONS AND TEMPORARY SURFACE ACTIVITIES SHALL BE LIMITED TO THE MERN AND MUNICIPAL CONSTRUCTION LIMITS, AND ADDITIONAL SCAFFOLDING AREAS ADJACENT TO THE PROJECT ARE SUBJECT TO PRIOR APPROVAL BY THE CITY OF WHEATON OR APPROPRIATE AGENCY. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR COMPLIANCE WITH THE ABOVE REQUIREMENTS.
- ANY LOOSE MATERIAL DEPOSITED IN THE FLOW LINE OF DITCHES, GUTTERS, OR OTHER DRAINAGE STRUCTURES SHALL BE REMOVED BY THE END OF EACH DAY BY THE CONTRACTOR AT THEIR EXPENSE.
- ALL CONSTRUCTION STRUCTURE NEAR THE CONSTRUCTION AREA SHALL BE PROTECTED WITH EROSION CONTROL MEASURES, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THESE MEASURES. SMALL AND FINE STONE BRAGG & LITCHI RECEIPTS OR APPROVED COSSAN, STABILIZED EROSION FILTERS WILL NOT BE ACCEPTED.
- ALL WORK SHALL BE DONE IN A MANNER AS TO NOT DISTURB THE FLOW OF TRAFFIC. ALL CLOSURES SHALL ONLY BE IMPLEMENTED WHEN NECESSARY FOR CONSTRUCTION NEAR THE ROADWAY, ALL TRAFFIC CONTROL WITHIN DUPLA COUNTY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE DUPLA COUNTY DEPARTMENT OF HIGHWAYS.
- SHOULD UNCHARTED OR UNDIRECTED CHARTED PIPING OR OTHER UTILITIES BE ENCOUNTERED DURING INSTALLATION, CONTRACTOR SHALL NOTIFY OWNER AND CONSULT WITH UTILITY OWNERS IMMEDIATELY FOR DIRECTIONS.
- ANY UTILITIES OR SERVICES DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED IMMEDIATELY AND AT NO ADDITIONAL COST TO THE CONTRACT.
- PRIOR TO ANY EXAMINATION, DEMOLITION, OR GRADING ON SITE, CONTRACTOR SHALL CONTACT OWNERS OF THE UNDERGROUND FACILITIES IN AND NEAR THE CONSTRUCTION AREA OF THE INTENT TO EXCAVATE, AND AS PART OF THIS NOTIFICATION REQUIREMENT, CONTRACTOR SHALL CONTACT LOCAL UTILITY OWNERS AND BE AWARE THAT THESE OWNERS ARE NOT RESPONSIBLE FOR PROVIDING NOTICE TO CONTRACTOR. CONTRACTOR SHALL NOTIFY OWNERS OF THE EXCAVATION, AND CONTRACTOR SHALL NOTIFY OWNERS OF ALL UNDERGROUND FACILITIES IN AND NEAR THE CONSTRUCTION AREA. CONTRACTOR SHALL GIVE REASONABLE ADVANCE NOTICE TO OWNER AND OTHER OWNERS FOR THE NOTIFICATION WHICH SHALL NOT BE LESS THAN THE MINIMUM ADVANCE NOTIFICATION REQUIRED.
- ANY ACCIDENTAL INTERRUPTION OF SERVICES SHALL BE REPAIRED IMMEDIATELY AT CONTRACTOR'S EXPENSE, INCLUDING PROVISION OF TEMPORARY FACILITIES UNTIL PERMANENT REPAIRS CAN BE MADE.

ABBREVIATIONS

CP	CONTROL POINT
ELEV	ELEVATION
HOT MIX ASPHALT	HOT MIX ASPHALT
LF	LINEAR FEET
MH	MARSH, L.
PCC	PORTLAND CEMENT CONCRETE
SF	SQUARE FEET
Sq	SQUARE FEET
ST	STANDARD
Type	Typical

DOT HIGHWAY STANDARDS

42016-02 MID-BLOCK CURB RAMPS FOR SIDEWALKS
424076-01 ENTRANCE / ALLEY PEDESTRIAN CROSSINGS
442201-01 CLASS C AND D PATCHES
602001-02 CATCH BASIN TYPE A
602001-02 CATCH BASIN TYPE C
602601-04 PHENOLIC REINFORCED CONCRETE FLAT SLAB TOP
604006-05 FRAME AND GRADE TYPE J
606001-06 CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER
708001-06 SIDEWALK, CORNER OR CROSSWALK CLOSURE
709001-05 TRAFFIC CONTROL DEVICES
710001-01 SIGN PANEL MOUNTING DETAILS
720001-01 TELESCOPING STEEL SIGN SUPPORT
728001-01 TYPICAL PAVEMENT MARKINGS
82101-01 LUMINARE WIRING DIAGRAM
836001-02 LIGHT POLE FOUNDATION
878001-01 CONCRETE FOUNDATION BIMILE

LEGEND AND GENERAL NOTES

MUNICIPAL PARKING LOT IMPROVEMENT PROJECTS
DUPLA COUNTY, ILLINOIS
CITY OF WHEATON



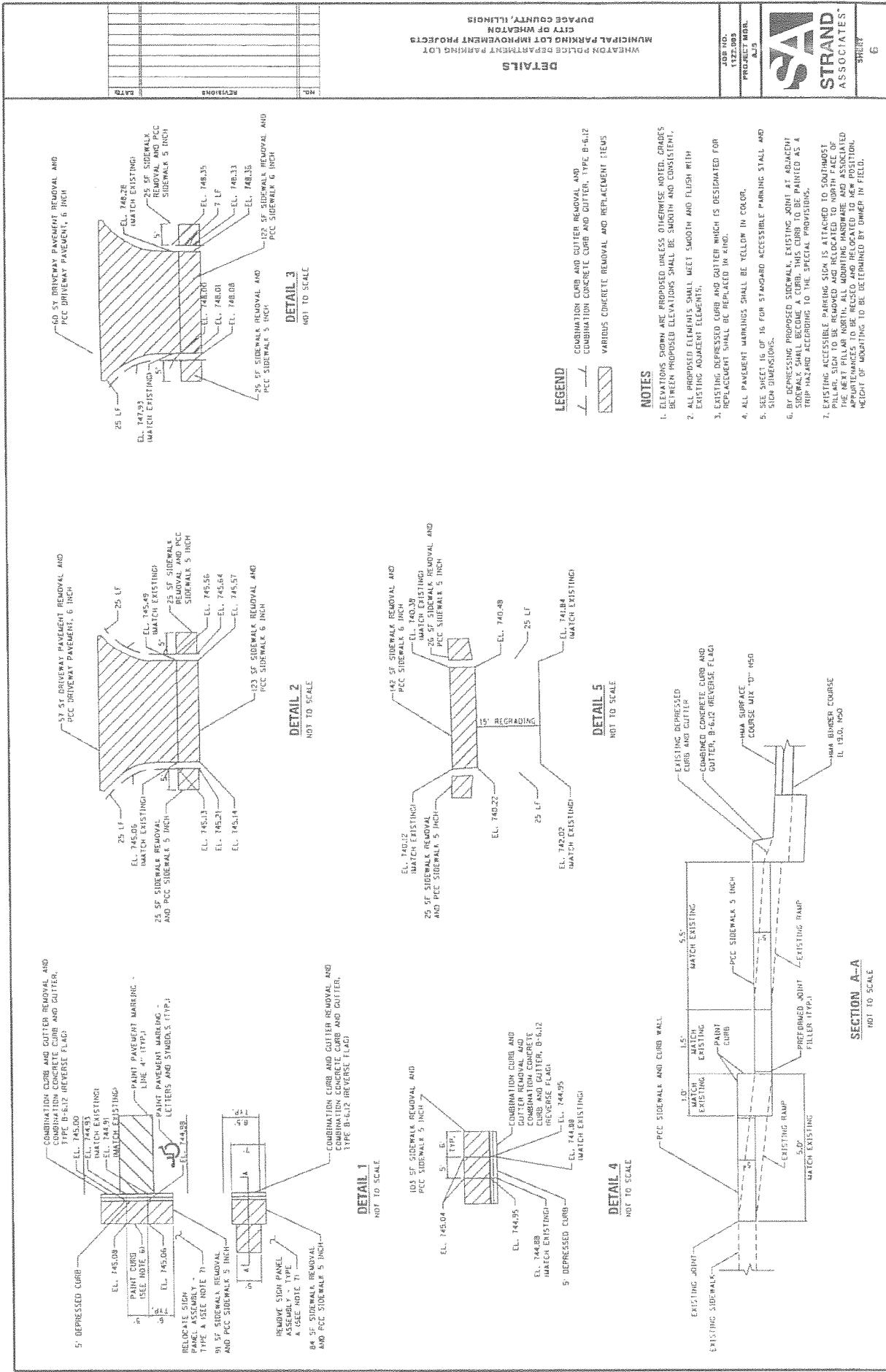
Job No. 112208
Project Name:
Alt. 2

1/29/2016

8:15 A.M.

102745.00

2



PATCHING AND CONCRETE WORK PLAN

WHEATON CITY HALL PARKING LOT IMPROVEMENT PROJECT

Architectural site plan showing the layout of a building foundation and surrounding catch basins. The plan includes the following details:

- Scale:** SCALE 1/4 INCH = 10 FEET
- Dimensions:** 0, 20, 40, 60
- Labels:**
 - CATCH BASINS TO BE RECONSTRUCTED (SPECIAL)
 - CATCH BASINS TO BE RECONSTRUCTED (SPECIAL)
 - CATCH BASINS TO BE RECONSTRUCTED (SPECIAL)
 - EP-4 CROISS IN SIDEWALK
 - EP-3 REBAG WITH CAP
- Notes:**
 - 10 LF
 - 12 LF
 - 3 LF
 - 1 LF
- Coordinates:**
 - C11 10541.2 1046
 - E105112.744
 - EL105112.548

LEGEND

COMBINATION CURB AND GUTTER REMOVAL AND
COMBINATION CONCRETE, CURB AND GUTTER.
TYPE B-6.12 INVERSE FLAG

CLASS G PATCHES (SEE SHEET 3 OF 16 FOR
TYPE AND QUANTITY)

Nature

1. ACCORDING TO OWNER'S INFORMATION, EXISTING PARKING LOT SURFACE HAS APPROXIMATELY 1" TOTAL THICKNESS OF BLUMHORN ASPHALT.
2. ENTIRE CITY WALL PARKING LOT TO RECEIVE NEW SURFACE REMOVAL, 2".
3. AFTER SURFACE COURSE REMOVAL AND PATCHING, ENTIRE PARKING LOT TO RECEIVE 2" THICK, LAYER OF NEW SURFACE COURSE. 4" P. T. IS FURNISHED.
4. ALL PATCHING AREAS ARE APPROVED BY OWNER AND CONTRACTOR IN FIELD, AFTER REMOVAL AND APPROVAL BY OWNER AND CONTRACTOR IN FIELD, AFTER REPAIRS.
5. TOP OF FINISHED PROPOSED SURFACE COURSE SHALL MATCH EXISTING SURFACE ELEVATIONS, EXCEPT WHERE SPECIFIED TO BE LOWERED IN PLAN SURFACES. POST-CONSTRUCTION ASPECT ELEVATIONS SHALL NOT EXCEED PRE-CONSTRUCTION ELEVATIONS.
6. ALL CONSTRUCTION SHALL BE STAGED IN PARKING LOT, OPEN TO TRAFFIC AT ALL TIMES. CONTRACTOR SHALL PROPOSE A STAGING PLAN TO THE OWNER, WHICH MUST BE APPROVED BY THE OWNER PRIOR TO CONSTRUCTION.

10

PAVEMENT MARKING PLAN

MUNICIPAL PARKING LOT IMPROVEMENT PROJECTS
CITY OF WHEATON
DUPage County, Illinois

AMERICAN
PROJECTS

STRAND

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NOTE

1. ALL PAVEMENT MARKINGS SHALL BE YELLOW IN COLOR.
2. SEE SHEET 16 OF 16 FOR STANDARD ACCESSIBLE PARKING STALL AND SIGN DIMENSIONS.

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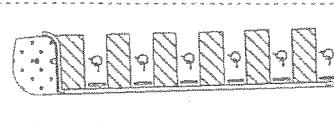
- SEE STANDARD DETAIL FOR ACCESSORIES
- STALL DIMENSIONS ON SHEET 16 OF 16

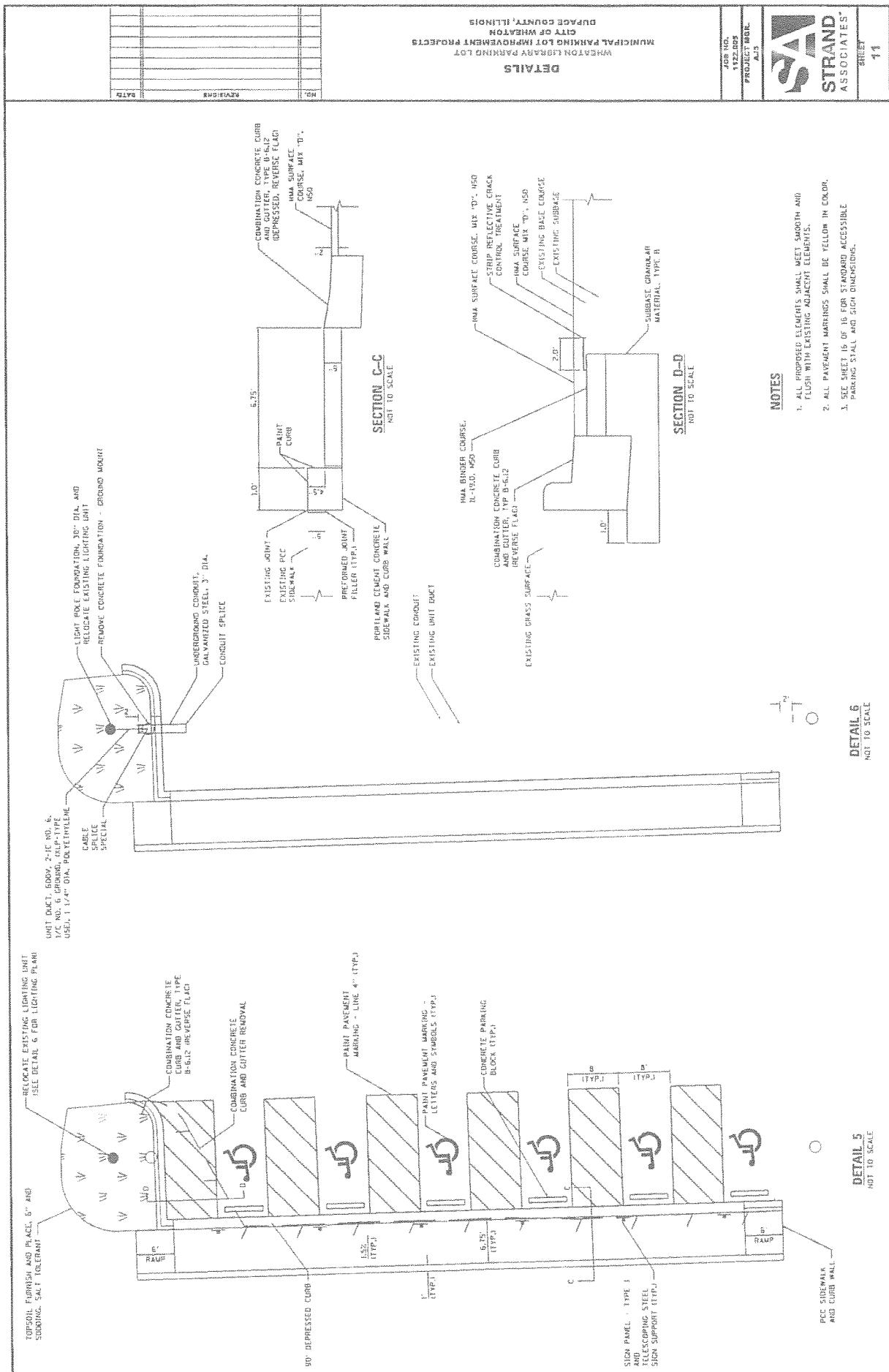
— SEL STANDARDS DETAIL FOR ACCESSIBLE

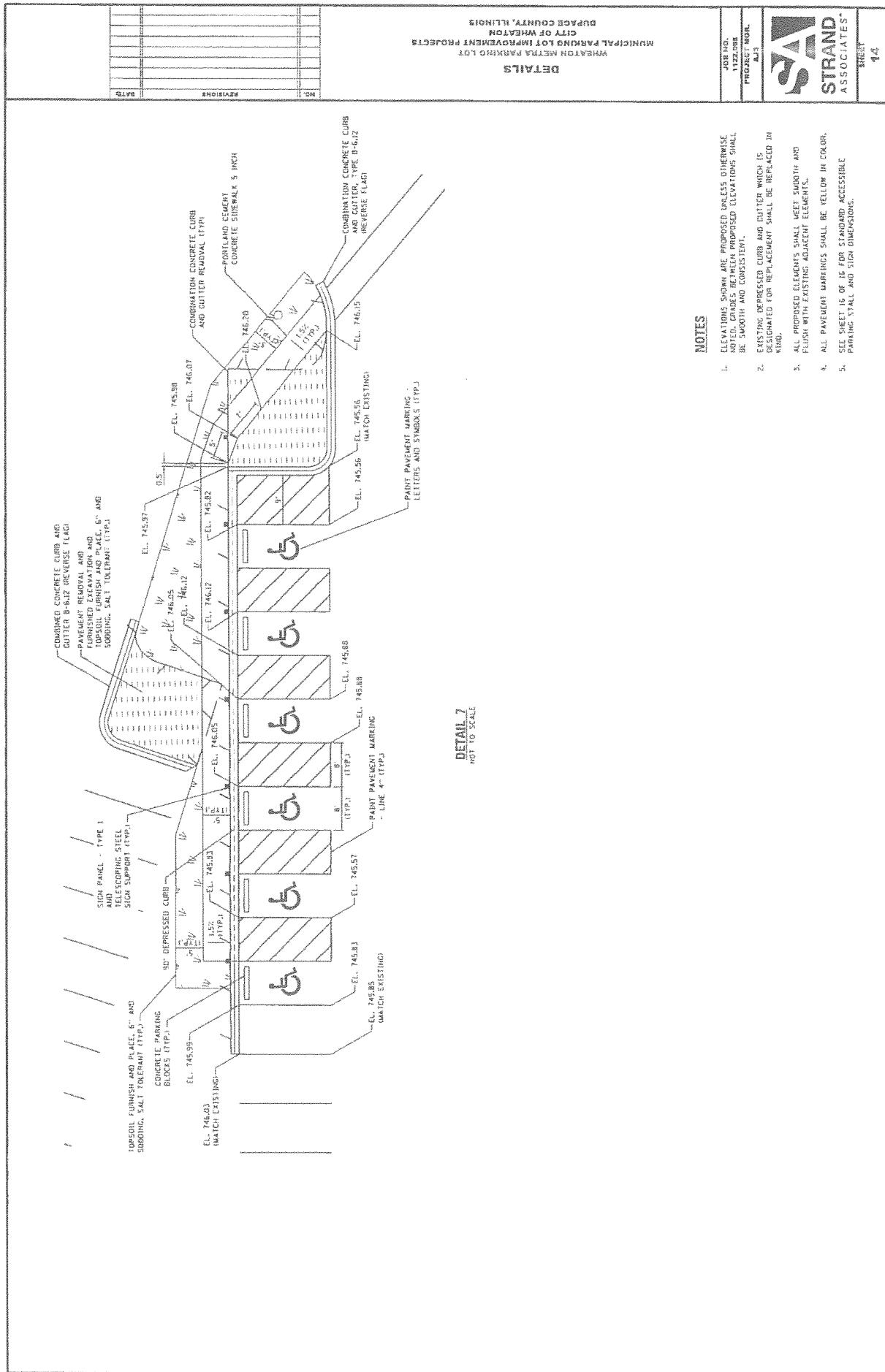


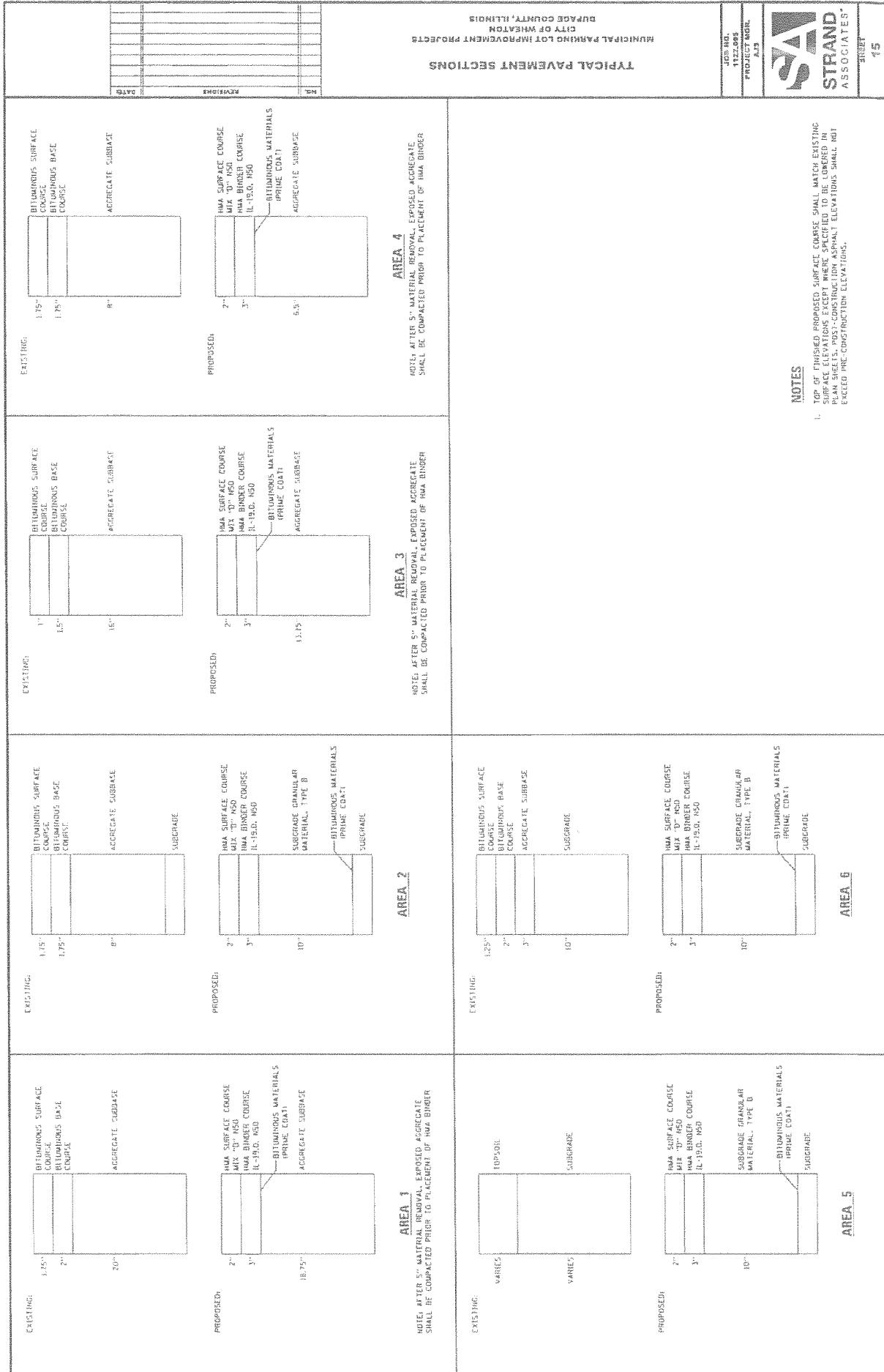
* HEIGHTS SHOWN ARE APPROXIMATE. FINAL HEIGHTS TO BE DETERMINED BY OWNER OR ENGINEER IN FIELD PRIOR TO INSTALLATION.

1. ALL PAVEMENT MARKINGS SHALL BE YELLOW IN COLOR.
2. CURE SURFACES OF 16' FOR CLEANING ACCESSIBLE DURING

 STRAND ASSOCIATES*	
NOTES	
1. ALL PAINTED MARKINGS SHALL BE YELLOW IN COLOR. 2. WIDTHS SHOWN ARE APPROXIMATE. FINAL WIDTHS TO BE DETERMINED BY OWNER IN FIELD PRIOR TO INSTALLATION.	
3/28/2016 10 AM	
101422.009 PROJECT NO. 13	
101422.009 DATE	
CITY OF WHEATON MUNICIPAL PARKING LOT IMPROVEMENT PROJECT MUNICIPAL LIBRARY PARKING LOT DUPAGE COUNTY, ILLINOIS	
PAVEMENT MARKING PLAN	
NSI REVISING DATE	
 0 20 40 60 SCALE IN FEET	
SEE DETAIL 5 ON SHEET 11 OF 16	
	
21 - 16' STALLS AT 9' WIDTHS*	
	
17 - 17' STALLS AT 9' WIDTHS*	
	
17 - 17' STALLS AT 9' WIDTHS*	
	
13 - 17' STALLS AT 9' WIDTHS*	
	
9 - 16.5' STALLS AT 9' WIDTHS*	
	
1 - 17' STALL 4 - 10' WIDTHS	
	
5 - 16' STALLS	
	
11 - 17' STALLS AT 9' WIDTHS*	
	
14 - 17' STALLS AT 9' WIDTHS*	
	







16

REF ID:	1234567890
PROJECT NAME:	STRAND ASSOCIATES
STREET:	123 Main Street
ZIP CODE:	12345
PHONE NUMBER:	555-1234
EMAIL:	info@strandassociates.com
WEBSITE:	www.strandassociates.com

MUNICIPAL PARKING LOT IMPROVEMENTS

CITY OF WHEATON, ILLINOIS

DEPARTMENT OF COUNTY BUILDINGS

PROJECT NO.: 1234567890

DATE: 01/01/2024

NOTES

1. POSTS SHALL BE TELESPAR BRAND UNIK-PUNCH POSTS OR APPROVED EQUIVALENT.

2. POSTS SHALL BE PAVEMENT MOUNTED WITH TELESPAR BRAND BREAKAWAY ANCHORS OR APPROVED EQUIVALENT.

ACCESSIBLE PARKING SIGN

NOT TO SCALE

7'-6"

2'-2"

ACCESSIBLE PARKING SPACE

NOT TO SCALE

8'-0"

12'-6"

MISCELLANEOUS DETAILS

STRAND ASSOCIATES

123 Main Street

1234567890

info@strandassociates.com

***PROPOSAL: Construction Services: Parking Lot Renovation
City Hall; Police; Library; Metra Lot 10***

Based on Amendment # _____ dated _____

PLEASE SUBMIT 3 Original Proposals AS FOLLOWS:

*This Page, followed by
Certification of Compliance followed by
Contractor Submittal Requirements*

Please do not submit perforated pages, nor bind your proposal in anything other than paper clips.

We hereby agree to furnish and deliver to the City of Wheaton, in accordance with the Terms and Conditions, Specifications, and Contract Requirements as follows:

Code Number	Item	Unit of Measure	Quantity for Lot 10	Quantity for City Hall	Quantity for Library	Quantity for Police	Total Quantity	Unit Price	Total Cost
20200100	EARTH EXCAVATION	CU YD	788.00			474.00	1166.00		
20400800	FURNISHED EXCAVATION	CU YD	2.00				10.00		
21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	344.00		30.00		374.00		
25200110	SODDING, SALT TOLERANT	SQ YD	68.00		0.00		374.00		
31101000	SUBBASE GRANULAR MATERIAL, TYPE B	TON	100.00		1.00	317.00	1921.50		
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	1000.00	1000.00	1000.00	4278.00	19181.00		
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	18.00		0.00	141.00	879.30		
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	755.00	697.00	1116.00	87.00	2967.00		
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD				117.00	147.50		
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	171.00			488.00	1220.00		
42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT				129.00	386.00		
44000100	PAVEMENT REMOVAL	SQ YD	472.00			1255.00	5342.00		
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1615.00	516.00	1600.00		16151.00		
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD				135.00	147.50		
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	35.00	2.00	0.00	10.00	557.50		
44000600	SIDEWALK REMOVAL	SQ FT			250.00	45.00	1525.00		
44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	44.00	71.00	14.00		189.00		
44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	15.00	18.00			233.50		
44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	15.00	20.00	10.00		1927.00		

Code Number	Item	Unit of Measure	Quantity for Lot 10	Quantity for City Hall	Quantity for Library	Quantity for Police	Total Quantity	Unit Price	Total Cost
44300200	STRIP REFLECTIVE CRACK CONTROL TREATMENT	FOOT			30.50		30.50		
60200305	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH				1.00	1.00		
60207105	CATCH BASINS, TYPE C, TYPE 3 FRAME AND GRATE	EACH				2.00	2.00		
60500080	REMOVING CATCH BASINS TO MAINTAIN FLOW	EACH				1.00	3.00		
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	100.00	12.00	321.50	216.00	889.50		
72000100	SIGN PANEL - TYPE 1	SQ FT	12.00		12.00		24.00		
72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	1.00		0.00	1.00	17.00		
72400500	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH				1.00	1.00		
72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	50.00		60.00		120.00		
73700200	REMOVE CONCRETE FOUNDATION - GROUND MOUNT	EACH			1.00		1.00		
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	30.00	30.00	30.00	3.00	85.00		
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1120.00	1760.00	1465.00	1975.00	11320.00		
81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT			3.00		8.00		
81028240	UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT				12.00	45.00		
81603037	UNIT DUCT, 600V, 2-1C NO.6, 1/C NO.6 GROUND, (XLP-TYPE USE), 1 1/4" DIA. POLYETHYLENE	FOOT			12.00		12.00		
83600300	LIGHT POLE FOUNDATION, 30" DIAMETER	FOOT			1.00		6.00		
84400105	RELOCATE EXISTING LIGHTING UNIT	EACH			1.00		1.00		
X0322951	CABLE SPLICING SPECIAL	EACH			1.00		1.00		
X0323378	CONCRETE PARKING BLOCKS	EACH	0.00		0.00		12.00		
X6022900	CATCH BASINS TO BE RECONSTRUCTED (SPECIAL)	EACH		1.00		1.00	9.00		
X8100105	CONDUIT SPLICING	EACH			1.00		1.00		
XX006496	PORTLAND CEMENT CONCRETE SIDEWALK AND CURB WALL	CU YD			1.00	1.50	15.50		
Z0013798	CONSTRUCTION LAYOUT	LSUM	1.00	1.00	1.00	1.00	4.00		
Z0036200	PAINT CURB	FOOT			100.00	25.00	127.00		
TOTAL COST ALL LOTS:									

Lead time to start _____ calendar days Days until completion _____ calendar days

CERTIFICATION OF COMPLIANCE
Construction Services: Parking Lot Renovation
City Hall; Police; Library; Metra Lot 10

The undersigned, being first duly sworn an oath, deposes and states that he/she has the authority to make this certification on behalf of the bidder for the product, commodity, or service and:

(A) The undersigned certifies that, pursuant to 720 ILCS Act 5, Article 33E of the Illinois Compiled Statutes, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.

(B) The undersigned certifies that, pursuant to 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

(C) The undersigned certifies that, pursuant to 30 ILCS 580/3, Section 3 the bidder deposes, states and certifies it will provide a drug free workplace by complying to the Illinois Drug Free Workplace Act.

(D) The undersigned certifies that, pursuant to 820 ILCS 130/1-12 of the Illinois Compiled Statutes, the bidder, when required, is in compliance to all requirements of the Prevailing Wage Act.

(E) The undersigned certifies that, pursuant to 30 ILCS 570/ Section 5 Article 2 of the Illinois Compiled Statutes, the bidder is in compliance to all requirements of the Employment of Illinois Workers on Public Works Act.

(F) The undersigned certifies that they agree to fulfill all Requirements, Specifications, Terms and Conditions.

(G) The undersigned certifies that they agree to fulfill all Contract Requirements.

(H) The undersigned certifies that they agree to present alternative Greener products/processes to the City for consideration in this work.

Check One:

There are no conflicts of interest; and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm, or your firm's ownership, management or staff will immediately notify the City of Wheaton in writing.

There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the City of Wheaton who makes recommendations to the City of Wheaton with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of Wheaton affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

This Business Firm is: (check one)

a Corporation a Partnership an Individual

an LLC

Firm Name: _____

Operational Contact for this work

Firm Address: _____

Name: _____

Phone #: _____

Signature: _____

e-mail: _____

Print Name: _____

Position: _____

Phone #: _____

Fax #: _____

e-mail address: _____

Date signed: _____

Sales Contact

Name: _____

Phone #: _____

e-mail: _____

Billing Contact

Name: _____

Phone #: _____

e-mail: _____

CUSTOMIZED MAILING LABEL FOR SEALED BID

XXXXXX CUT OUT XXXXXX

Cut along outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid".

SEALED BID - DO NOT OPEN

PROPOSAL FOR:

*Construction Services: Parking Lot Renovation
City Hall; Police; Library; Metra Lot 10*

PROPOSAL FROM: *(Insert your company name below)*

Proposals due: *April 7, 2016 prior to 10:00 A.M. local time*
Public Bid Opening: *April 8, 2016 10:00 A.M. local time*

TO BE OPENED BY PROCUREMENT OFFICER

MAIL TO:

Joan M. Schouten, MBA CPIM CPPB
Procurement Officer
City of Wheaton / City Hall
P.O. BOX 0727
303 West Wesley Street
Wheaton, IL 60187-0727

CONTRACTOR SUBMITTAL REQUIREMENTS
Construction Services: Parking Lot Renovation
City Hall; Police; Library; Metra Lot 10

The Contractor shall attach to this proposal:

This completed form

Evidence of Experience and Capabilities:

1. Experience as evidenced by a listing of references from similar projects in size and scope within the past ten (10) years

Complete:

Years in business: _____ *Years in business under this name:* _____ *Years performing this type of work:* _____

2. Work History

Complete:

Value of work: *completed in past 12 months:* \$ _____ *now under contract:* \$ _____

Number of Clients: *serviced in past 12 months:* _____ *now under contract:* _____

Work Specific Knowledge

3. Attach a list of the areas of work that will be performed by a sub-contractor:

Safe Risk

4. Bid Bond

5. An Insurance Certificate as evidence that the company is insured

Complete:

Has your firm: Failed to complete a contract? Yes No

Been involved in bankruptcy or reorganization? Yes No

Pending judgment claims or suits against firm? Yes No

Have you had any: OSHA fines within the last three (3) years? Yes No

Job related fatalities within the last five (5) years? Yes No

If you have answered Yes to any of the above questions, you MUST submit, on a separate sheet, the details describing the circumstances surrounding each incident.

This number must appear
on all invoices and documents

No. C ---

**Agreement Between the City of Wheaton, Illinois
and _____**

*Construction Services: Parking Lot Renovation
City Hall; Police; Library; Metra Lot 10*

This Agreement is entered into by and between the City of Wheaton, an Illinois municipal corporation ("City"), 303 West Wesley Street, Wheaton, IL 60187, and _____ ("Contractor"), _____, _____, _____

WITNESSETH:

Whereas, the City has determined that it is necessary to hire a contractor to provide labor, and/or materials and/or equipment to perform Construction Services: Parking Lot Renovation City Hall; Police; Library; Metra Lot 10 (hereinafter the "Work") as more fully recited in the Invitation to Bid issued March 2016, which is incorporated herein as Exhibit A [Exhibit A will be the City Solicitation Package.]; and

Whereas, the City has heretofore requested proposals for the work, materials, and services necessary to perform the services and complete all the work as specified in Exhibit A; and

Whereas, the Contractor did submit a proposal to the City for the Work specified, which is attached hereto and incorporated herein as Exhibit B [Exhibit B will be the proposal.]; and

Whereas, the City did on the _____ day of _____, select the Contractor for the work specified in this Agreement and Exhibits.

Now, therefore, for in consideration of their mutual promises, terms, covenants, agreements, and conditions recited in this Agreement, the City and the Contractor hereto do hereby agree as follows:

1. Scope of Services. The Recital paragraphs are incorporated herein as substantive terms and conditions of this Agreement and as representing the intent of the Parties. Any inconsistency between the Work as stated by the City and the work as proposed by the contractor shall be controlled by the Work as stated by the City unless specifically varied in writing to the contrary in this paragraph.

The Contractor shall furnish all labor, materials, and equipment to provide and perform the Work. The Contractor represents and warrants that it shall perform the Work in a manner consistent with the level of care and skill customarily exercised by other professional contractors under similar circumstances. The contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under this contract, or in any way whatsoever with the Work.

2. **Compensation.** The City shall compensate the Contractor according to the terms of the Contractor's proposal which is attached hereto as Exhibit B,
3. **Waivers of Lien:** The City reserves the right to require waivers of lien before payment where the City deems it to be in its best interest to do so.
4. **Term of Agreement.** This Agreement shall become effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Contractor and shall terminate upon the written approval of the City's Project Manager. The City, at its option, may extend this Agreement for an additional term if the Contractor holds firm to the original proposal prices, conditions, and specifications.
5. **Additional Services.** The Contractor shall provide only the Work specified in this Agreement and attached Exhibits. In the event the Contractor, Engineer or the City determines that additional goods and/or services are required to complete the Work, such additional goods shall not be provided and/or such additional services shall not be performed unless authorized in writing by the City via the attached change order form [Exhibit C will be the Change Order Form.]. Terms, frequency, and prices for additional work shall be as mutually agreed upon in writing by the City and the Contractor.
6. **Integration.** The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, contracts, promises, and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and signed by each party via change order or amendment. No course of conduct before, or during the performance of this Agreement, shall be deemed to modify, change or amend this Agreement.
7. **Waiver.** Any failure of either the City or the Contractor to strictly enforce any term, right, or condition of this Agreement, whether implied or expressed, shall not be construed as a waiver of such term, right, or condition.
8. **Compliance with Laws.** The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations, and all City ordinances, rules and regulations now in force or hereafter enacted, in the provision of the goods and/or performance of the services required under this Agreement.
9. **Freedom of Information Act:** The Contractor shall, within twenty four hours of the City's request, provide any documents in the Contractor's possession related to the contract which the City is required to disclose to a requester under the Illinois Freedom of Information Act. This provision is a material covenant of this Agreement. Contractor agrees to not apply any costs or charge any fees to the City regarding the procurement of records required pursuant to a FOIA request. Should Contractor request that City utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fee, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify, and hold harmless City, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to City.

10. *Discrimination Prohibited.* The Contractor shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq. (1992 State Bar Edition), and with all rules and regulations established by the Department of Human Rights. The Contractor agrees that it will not deny employment to any person or refuse to enter into any contract for services provided for in this Agreement to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.

11. *Prevailing Wage:* Where applicable, the contractor and any subcontractors shall comply with all provisions of the Prevailing Wage Act, 820 ILCS 130/1 et seq., or any successor statute, and the documents entitled "Special Provisions for: Wages of Employees on Public Works," and "DuPage County Prevailing Wage for ..." which are attached hereto and incorporated as an Addendum. Rates reflected in the Addendum are subject to change. The City of Wheaton provides no legal advice or opinion whether the Act is or is not applicable to this contract.

12. *Status of Independent Contractor.* Both City and Contractor agree that Contractor will act as an Independent Contractor in the performance of the Work. Accordingly, the Independent Contractor shall be responsible for payment all taxes including federal, state, and local taxes arising out of the Contractor's activities in accordance with this agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Contractor further acknowledges under the terms of this Agreement, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Contractor is not in any way authorized to make any contract, agreement, or promise on behalf of City, or to create any implied obligation on behalf of City, and Contractor specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Contractor, except those specifically identified in this Agreement. City shall not have the authority to control the method or manner by which Contractor complies with the terms of this Agreement.

13. *Assignment; Successors and Assigns.* Neither this Agreement, nor any part, rights or interests hereof, may be assigned, to any other person, firm or corporation without the written consent of all other parties. Upon approval of assignment, this Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

14. *Non-disclosure.* During the course of the Work Contractor may have access to proprietary and confidential information including, but not limited to, methods, processes, formulae, compositions, systems, techniques, computer programs, databases, research projects, resident name and address information, financial data, and other data. Contractor shall not use such information for any purpose other than described in this Agreement and Exhibits and shall not directly or indirectly disclose or disseminate such information to any third party without the express written consent of the City.

15. *Hold Harmless and Indemnification.* The Contractor shall defend, hold harmless, and indemnify the City, its directors, officers, employees, agents, and elected officials, in whole or in part from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, judgment, or settlement, including, but not limited to, reasonable attorneys' fees and costs of litigation including reasonable expert witness, and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with directly or indirectly, the negligent acts,

errors, omissions, or intentional acts or omissions, or omissions of any agent, subcontractor, or contractor hired to perform any services on behalf of the Contractor.

16. *Patents:* The successful contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture and construction, or form a part of the work covered by the contract.

17. *Termination of Contract.* If the Contractor fails to perform according to the terms of this Agreement, then the City may terminate this Agreement upon seven (7) days written notice to the Contractor. In the event of a termination, the City shall pay the Contractor for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach. The written notice required under this paragraph shall be either (i) served personally during regular business hours; (ii) served by facsimile data transmission during regular business hours; (iii) by e-mail or (iv) served by certified or registered mail, return receipt requested, addressed to the address listed in this Agreement with postage prepaid and deposited in the United States mail. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.

18. *Cancellation for Unappropriated Funds:* The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

19. *Default.* In case of default by the contractor, the City will procure articles or service from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code. The City reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract, fails to make delivery within the time stated, becomes insolvent, suspends any of its operations, or if any petition is filed or proceeding commenced by or against the Seller under any State or Federal law relating to bankruptcy arrangement, reorganization, receivership, or assignment for the benefit of creditors. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

20. *Force Majeure.* No party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party.

21. *Other Entity Use.* The Contractor may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices and terms and conditions, if agreed to by both the Contractor and the other municipality or governmental agency.

22. *Notification.* All notification under this Agreement shall be made as follows:

If to the Contractor:

Contractor Name

Attn: Contact Person

Street Address

City, State, Zip Code

Fax #

If to the City:

City of Wheaton

Attn: City Clerk

303 West Wesley Street Box 727

Wheaton, IL 60189-727

Fax #

e-mail

e-mail

23. **Severability.** If any provision of this Contract is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.

24. **Recovery of Costs.** In the event the City is required to file any action, whether legal or equitable, to enforce any provision of this Agreement, the City shall be entitled to recover all costs and expenses incurred as a result of the action or proceeding, including expert witness and attorney's fees, if so provided in any order of the Court.

25. **Governing Law.** This agreement is governed by the laws of the State of Illinois. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

In Witness Whereof, the parties have entered into this _____ day of *month*, *year*.

City of Wheaton, an Illinois municipal corporation

By _____ date _____
Donald B. Rose, City Manager

Attest:

Sharon Barrett-Hagen, City Clerk

Contractor Name

By _____ date _____

Attest:

Contract Addendum 1

Special Provisions for: Insurance Coverage for Contractual Services

The Contractor and each of its agents, subcontractors, and consultants hired to perform the Work, shall purchase and maintain during the term of this contract insurance coverage which will satisfactorily insure the Contractor and where appropriate, the City against claims and liabilities which may arise out of the Work. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverages shall include, but not necessarily be limited to, the following:

- **Worker's Compensation Insurance** with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) and each accident/injury and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each employee/disease and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) policy limit. The workers compensation policy shall provide a waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), to the City.
- **Commercial General Liability Insurance** protecting the Contractor against any and all liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence bodily injury/property damage combined single limit and ONE MILLION DOLLARS (\$1,000,000) aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis. Completed Operations coverage shall continue for a period of two years after completion of the project. XCU coverage shall be included.
- **Commercial Automobile Liability Insurance** covering the Contractor's owned, non-owned, and hired vehicles which protects the Contractor against automobile liability claims whether on or off of the city's premises with coverage limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis.
- **Umbrella or Excess Liability Insurance** coverage of not less than ONE MILLION (\$1,000,000) per occurrence.

Nothing herein set forth shall be construed to create any obligation on the part of the City to indemnify Contractor for any claims of negligence against Contractor or its agents, employees, subcontractors or consultants. Prior to commencement of any work under this Agreement, Contractor shall file with the City the required original certificates of insurance with endorsements, including those of subcontractors, which shall clearly state all of the following:

- A. The policy number; name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of the insured; project name and address; policy expiration date; and specific coverage amounts; and
- B. That the City of Wheaton (including its agents, elected officials, officers and employees) is named as an additional insured under all coverage, except Workers' Compensation, and that all such coverage shall be primary and non-contributory for the City, its agents, elected officials, officers, and employees. A

waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), on all coverages shall be provided; and

- C. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions; and
- D. Contractor's insurance is primary with respects to any other valid or collectible insurance City may possess, including any self-insured retention that City may have; and
- E. Any deductibles or self-insured retention shall be stated on the certificates of insurance provided to the City; and

In addition to all of the insurance requirements identified above and contained on the certificates of insurance, all policies of insurance coverage under this section shall also be subject to the following requirements.

- F. All insurance carriers providing coverage under this Agreement shall be authorized to do business in the State of Illinois and shall be rated at least A:VI in A.M. Best and Companies Insurance Guide or otherwise acceptable to the City.
- G. The City of Wheaton shall have the right to reject the insurer/insurance of the contractor or any subcontractor; and
- H. Occurrence policies are preferred. The city may accept claims made policies for Professional Liability or Pollution/Environmental Liability on a case by case basis providing the contractor purchases a claims made policy for four (4) years past the contract completion date.
- I. The City will consider deductible amounts as part of its review of the financial stability of the bidder; and
- J. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents; and
- K. The City may require increases in Contractor's insurance coverage amounts over the course of this Agreement as it deems necessary so long as it reimburses Contractor for the actual increase in Contractor's insurance premiums attributable to the City's requested increase; and
- L. Insurance coverage required by this contract shall be in force throughout the Contract Term and upon written request by the City, the Contractor shall, within 7 days, provide to the City acceptable evidence of current insurance. Should the Contractor fail to provide acceptable evidence of current insurance following written request, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor; and
- M. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it; and
- N. All existing structures, utilities, roads, services, trees, shrubbery and landscaping shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract.

END OF SPECIAL PROVISIONS FOR INSURANCE COVERAGE FOR CONTRACTUAL SERVICES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	FAX (A/C, No.):	NAIC #
	PHONE (A/C, No. Ext):		
INSURED	E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE	
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERS		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (EA occurrence) \$
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/>					MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	ANY AUTO <input checked="" type="checkbox"/>					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input type="checkbox"/>	SCHEDULED AUTOS <input type="checkbox"/>				BODILY INJURY (Per accident) \$
	Hired Autos <input checked="" type="checkbox"/>	NON-OWNED AUTOS <input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/>					EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					AGGREGATE \$ 2,000,000
	DED RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
	Professional Liability and Errors and Omissions: <input checked="" type="checkbox"/>					1,000,000
	Owners/Contractors Protection <input checked="" type="checkbox"/>					1,000,000
	XCU coverage <input type="checkbox"/>					
	Pollution / Environmental liability <input type="checkbox"/>					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
Bid/Project Name—or- Contract Name and #			<ul style="list-style-type: none"> The City of Wheaton is an additional insured on a primary and non-contributory basis on all insurance policies with respect to Liability. Endorsements and A Waiver of Subrogation shall be provided for all policies with each updated certificate Contractors: It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements. 			
Contractor						
Contact						
Address						
Phone #, Email, Fax #						

CERTIFICATE HOLDER		CANCELLATION	
City of Wheaton 303 West Wesley Street PO Box 727 Wheaton, IL 60187-0727 Attn Procurement Officer (fax) 630-260-2017		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE	

Contract Addendum 2

Special Provisions for: Wages of Employees on Public Works

This contract may be subject to the "Prevailing Wage Act," 820 ILCS 130/1 et seq ("The Act"). It shall be the responsibility of the contractor to determine whether the Act is applicable and if so to comply with all its terms and conditions. Any contractor having a question as to whether the Act is applicable shall consult with their own attorney to ascertain applicability. The City shall not have any duty to inform the contractor of the Act's applicability. If however the City informs the contractor that the Act is applicable it shall be the contractor's obligation to comply with all its terms and conditions unless the contractor can establish to the satisfaction of the City that the Act is inapplicable. If it is determined that The Act applies to this contract, all contractors and subcontractors subject to its terms shall comply with all of its provisions, including, but not limited to the following:

1. Not less than the prevailing rate of wages as found by the City of Wheaton or Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this contract.
2. In all contractors' bonds the contractor shall include a provision that will guarantee the faithful performance of the prevailing wage clause provided by this contract.
3. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to the contractor, and the public body shall be responsible to notify the contractor and each subcontractor, of the revised rate.
4. The contractor and each subcontractor shall:
 - a. make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and
 - b. submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records identified in paragraph (1) of this subsection (a). The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that:
 - i. such records are true and accurate;
 - ii. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and
 - iii. the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.
5. Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records identified in paragraph 4 to the City of Wheaton, its officers and agents, and to the Director of Labor and his deputies and agents driving reasonable hours at a location within this State.

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.

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.

CERAMIC TILE FINISHER

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

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

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

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

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

OPERATING ENGINEER - BUILDING

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

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling

or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blast; Hydro Excavating (excluding hose work); Laser Screeed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and

Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

TERRAZZO FINISHER

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

Contract #: _____
Contract Addendum #: _____
For Office Use Only

Agreement Between the City of Wheaton, IL
And

XXX

Change Order # _____

Change Order required due to:

- Changed/Unforeseen Condition
- Change in Scope
- Errors and Omissions
- Other: _____

Type of Change Order:

- Fixed Cost of \$ _____
- Time & Materials, not to exceed: \$ _____
- Emergency Change, not to exceed \$ _____
- Extension of Completion Date

Attached is: Service Providers Proposal; Description of Change

Cost and Schedule Control Summary

If this section is left blank, Change Order will not result in additional charges:

Original Contract Amount \$ _____
Previous COs Adds/Deducts \$ _____
This CO Add/Deduct \$ _____
Revised Contract Amount \$ _____

If this section is left blank, Change Order will not result in additional time to complete the project:

Original Contract Duration _____ days
Previous COs Add/Deduct _____ days
This CO Add/Deduct _____ days
Revised Contract Duration _____ days
Revised Contract Completion Date _____

The compensation (time and cost set forth in this Change Order comprises the total compensation due the Service Provider, all subcontractors, and all suppliers, for the work or change defined in this Change Order, including impact on the unchanged work. By signing the Change Order, the Service Provider acknowledges and agrees on behalf of himself, all subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment interruptions of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction of subcontractors, and all suppliers, as a result of the change. The Service Provider on behalf of himself, all subcontractors and all suppliers, agrees to waive all rights, without exception or reservation of any whatsoever to file any further claim related to the Change Order. No further claim or request for equitable adjustment of any type shall rise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

All terms and Conditions of the original contract apply to this Change Order and remain the same and in full force and effect.

Project Manager: _____ Date: _____

Department Head: _____ Date: _____

Finance: _____ Date: _____

City Manager: _____ Date: _____

Service Provider: _____ Date: _____

Upon approval, forward this document to Procurement for Amendment of Contract.

