



Contractor's Name

SKC Construction, Inc.

Contractor's Address

695 Church Road

City

Elgin

State

IL

Zip Code

60123

STATE OF ILLINOIS

Local Public Agency

Village of Buffalo Grove

County

Lake

Section Number

25-00000-01-GM

Street Name/Road Name

2025 Cracksealing Project

Type of Funds

MFT

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

 3/18/23

Official Title

Village President

Department of Transportation

☐ Concurrence in approval of award

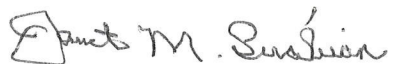
Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Buffalo Grove	2025 Cracksealing Project	Lake	25-00000-01-GM

1. THIS AGREEMENT, made and concluded the 17th day of March 2025 between the Village of Buffalo Grove, known as the party of the first part, and SKC Construction, Inc., its successor, and assigns, known as the party of the second part.
2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 25-00000-01-GM in Village of Buffalo Grove, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.


Attest: The Village of Buffalo Grove
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date



(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:  3/18/25
(If a Corporation)

Corporate Name

SKC CONSTRUCTION, INC.

President, Party of the Second Part Signature & Date 4-11-25

By: 
(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

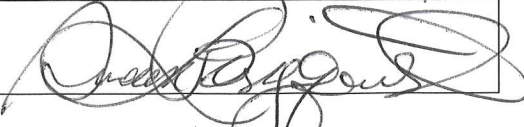
Partners doing Business under the firm name of
Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

 4-11-25

(SEAL, if required by the LPA)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Buffalo Grove	Cook	25-00000-01-GM	Various Street Segments

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of www.vbg.org/bids

		Name of Office	
	until 9:30 AM	on 03/10/25	
Address	Time	Date	

Sealed proposals will be opened and read publicly at the office of a live, online meeting hosted by the Village,

		Name of Office	
https://rb.gy/8appof	at 9:30 AM	on 03/10/25	
Address	Time	Date	

DESCRIPTION OF WORK

Location	Project Length
Various Locations Within the Village Limits	

Proposed Improvement

This project includes, but is not limited, the following major work items: crack routing (pavement) and filling; and other associated improvements.

1. Plans and proposal forms will be available in the office of

www.vbg.org/bids
Office of the Purchasing Manager - (847) 459-2500

2. ☒ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Buffalo Grove	Cook	25-00000-01-GM	Various Street Segments

PROPOSAL

- Proposal of SKC CONSTRUCTION, INC. SKC CONSTRUCTION, INC.
P. O. Box 503
WEST DUNDEE, IL 60118
Contractor's Address
- The plans for the proposed work are those prepared by Gewalt Hamilton Associates, Inc.
and approved by the Department of Transportation on _____.
- The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
- The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
- The undersigned agrees to complete the work within _____ working days or by 05/16/25 unless additional time is granted in accordance with the specifications.
- The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
- The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
- The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
- A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Village Treasurer of Buffalo Grove
The amount of the check is BID BOND (5%).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Buffalo Grove	Cook	25-00000-01-GM	Various Street Segments

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Buffalo Grove	Cook	25-00000-01-GM	Various Street Segments

SIGNATURES

(If an individual)

Bidder Signature & Date

--

Business Address

--

City

State

Zip Code

--	--	--

(If a partnership)

Firm Name

--

Signature & Date

--

Title

--

Business Address

--

City

State

Zip Code

--	--	--

Insert the Names and Addresses of all Partners

--

(If a corporation)

Corporate Name SKC CONSTRUCTION, INC.

--

Signature & Date


--

3-5-25

Title

JEFFREY K. BERGQUIST

PRESIDENT

--

Business Address

PO BOX 503

City

State

Zip Code

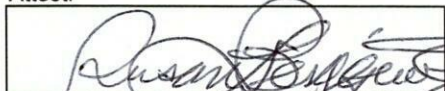
West Dundee	IL	60118
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Insert Names of Officers

President

Jeffrey K. Bergquist

Attest:



Secretary

Secretary

SUSAN L. BERGQUIST

Treasurer



Contractor's Name

SKC CONSTRUCTION, INC.

Contractor's Address

P. O. BOX 503
WEST DUNDEE, IL 60118

City

State

Zip Code

Local Public Agency

Village of Buffalo Grove

County

Cook

Section Number

25-00000-01-GM

Route(s) (Street/Road Name)

Various Street Segments

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
	Base Bid				
-	Crack Routing (Pav) and Filling	LBS	20150	1.641	33,066.15
Bidder's Total Proposal					33,066.15

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Contractor's Name		SKC CONSTRUCTION, INC.	
		P. O. BOX 503	
Contractor's Address		WEST DUNDEE, IL 60118	
		City	State Zip Code
Local Public Agency		County	Section Number
Village of Buffalo Grove		Cook	25-00000-01-GM
Route(s) (Street/Road Name)			
Various Street Segments			

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
	Alternate 01				
-	Crack Routing (Pav) and Filling	LBS	19010	1.641	31,195.41
Bidder's Total Proposal					# 31,195.41

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Contractor's Name SKC CONSTRUCTION, INC.			
P. O. BOX 503			
Contractor's Address WEST DUNDEE, IL 60118		City	State Zip Code
Local Public Agency		County	Section Number
Village of Buffalo Grove		Cook	25-00000-01-GM
Route(s) (Street/Road Name)			
Various Street Segments			

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
	Alternate 02				
-	Crack Routing (Pav) and Filling	LBS	11870	1.641	19,478.67
Bidder's Total Proposal					19,478.67

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Buffalo Grove	Cook	Various Street Segments	25-00000-01-GM

All contractors are required to complete the following certification

☒ For this contract proposal or for all bidding groups in this deliver and install proposal.

☐ For the following deliver and install bidding groups in this material proposal.

--

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Associated Builders of & Contractors of Illinois, Inc. (program sponsor) for the craft of Construction craft Laborer.

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

--

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	SKC CONSTRUCTION, INC.	Signature & Date	3-5-25				
Title	JEFFREY K. BERGQUIST PRESIDENT						
Address	PO BOX 503	City	West Dundee	State	IL	Zip Code	60118



**Illinois Department
of Transportation**

Affidavit of Illinois Business Office

VoBG-2025-03

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Buffalo Grove	Cook	Various Street Segments	25-00000-01-GM

I, Jeffrey K. Bergquist of Elgin, Illinois,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the President of SKC CONSTRUCTION, INC.
Officer or Position Bidder

2. That I have personal knowledge of the facts herein stated.

3. That, if selected under the proposal described above, SKC CONSTRUCTION, INC. will maintain a business office in the
Bidder
 State of Illinois, which will be located in hane County, Illinois.
County

4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.

5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date

3-5-25

Jeffrey K. Bergquist

Print Name of Affiant

JEFFREY K. BERGQUIST

PRESIDENT

Notary Public

State of IL

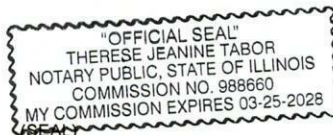
County Cook

Signed (or subscribed or attested) before me on 3-5-25 by
(date)

Jeffrey K. Bergquist and Susan L Bergquist, authorized agent(s) of
(name/s of person/s)

SKC CONSTRUCTION, INC.

Bidder



Notary Public Signature & Date

Therese Jeanine Tabor

My commission expires 3-25-28

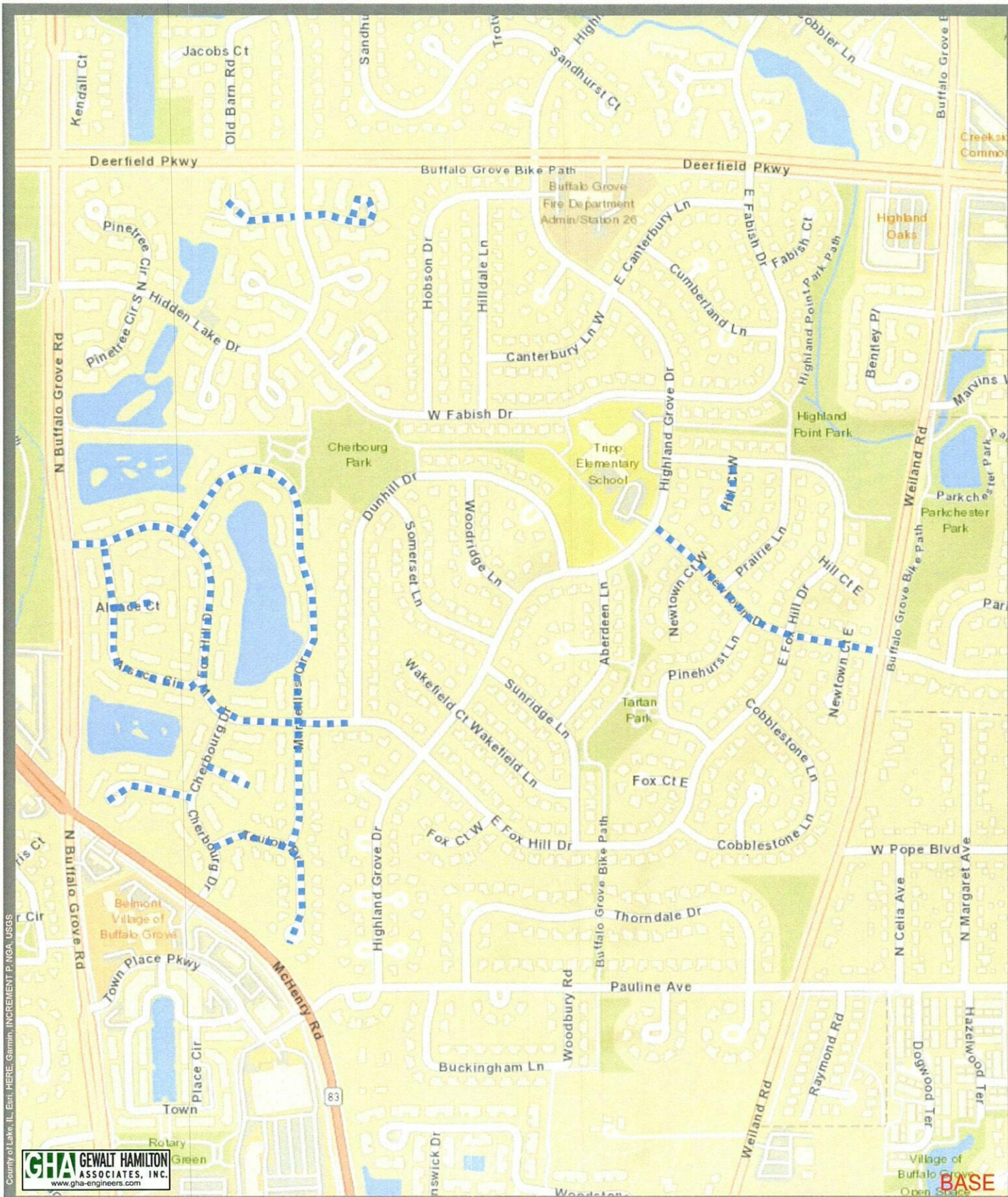
County of Lake, IL. Enr. HERE. INCREMENT P. Internap. NGA, USGS



1 in = 300 ft

2025 Cracksealing Project - Area 01

VoBG-2025-03



County of Lake, IL, Ext. HERE, GARMIN, INCREMENT P, NGA, USGS

GHA GEWALT HAMILTON
ASSOCIATES, INC.
www.gha-engineers.com



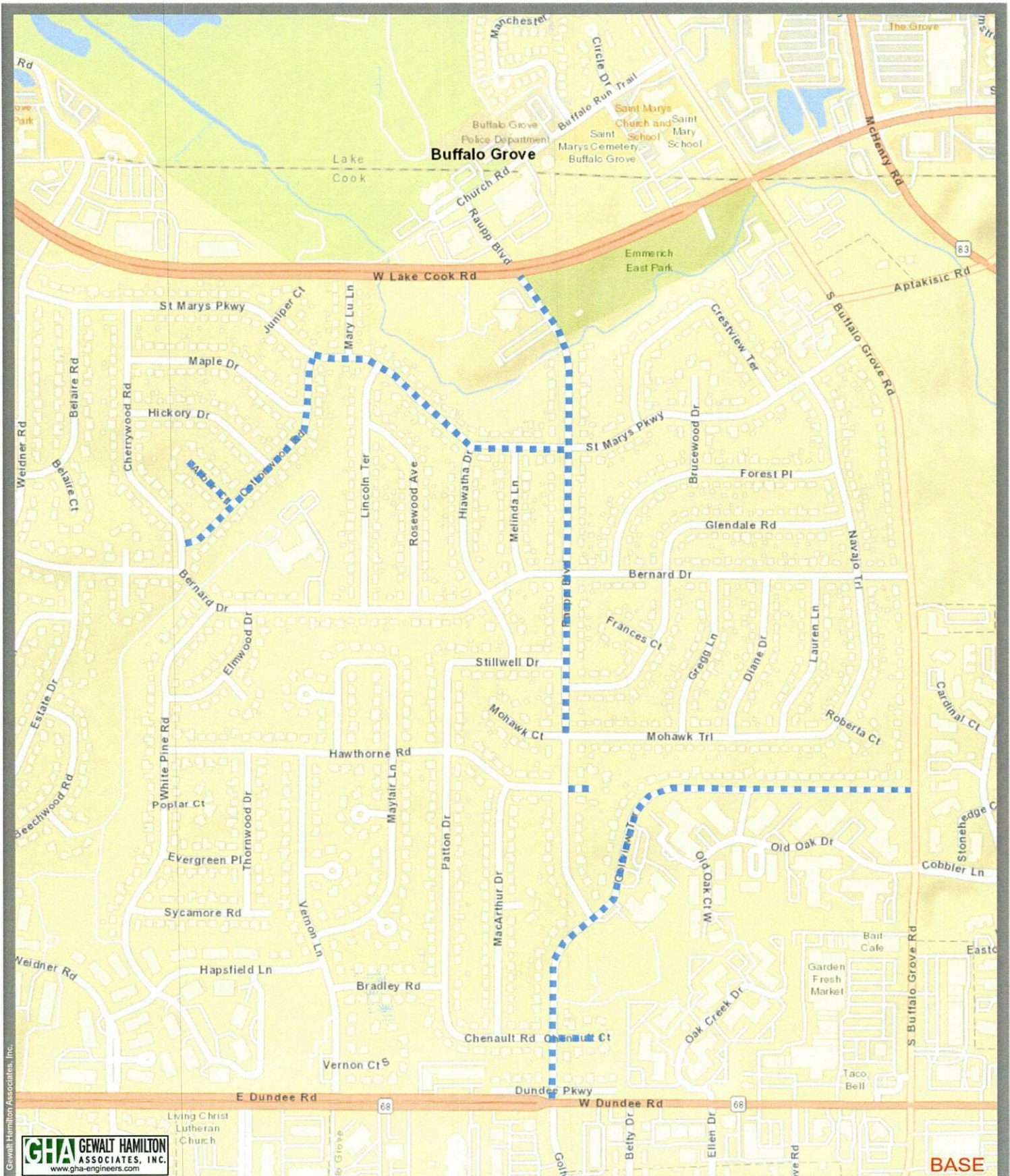
1 in = 600 ft

2025 Cracksealing Project - Area 02

VoBG-2025-03

This exhibit is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

Date: February 6, 2025



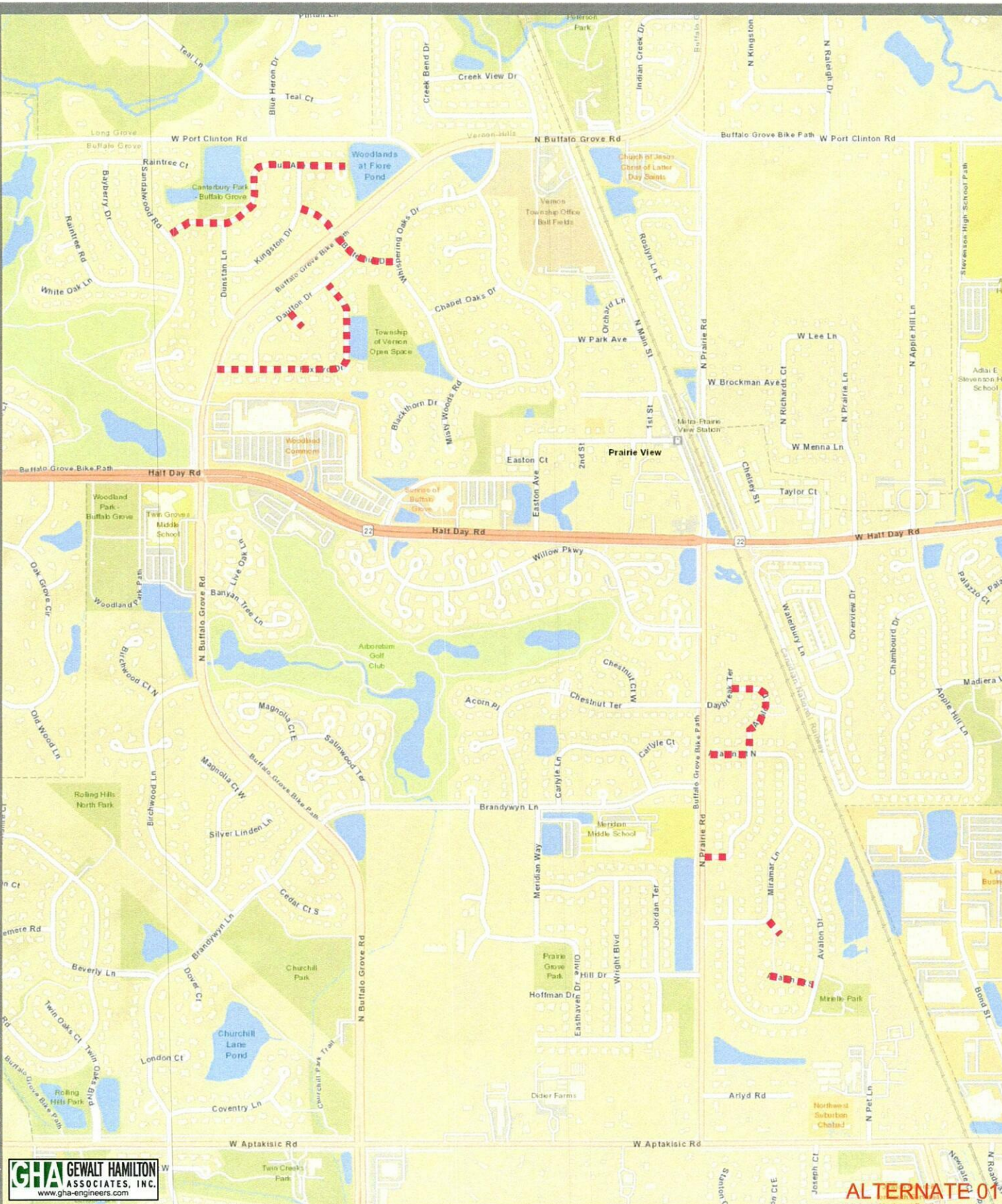
2025 Cracksealing Project - Area 03

VoBG-2025-03



2025 Cracksealing Project - Area 01

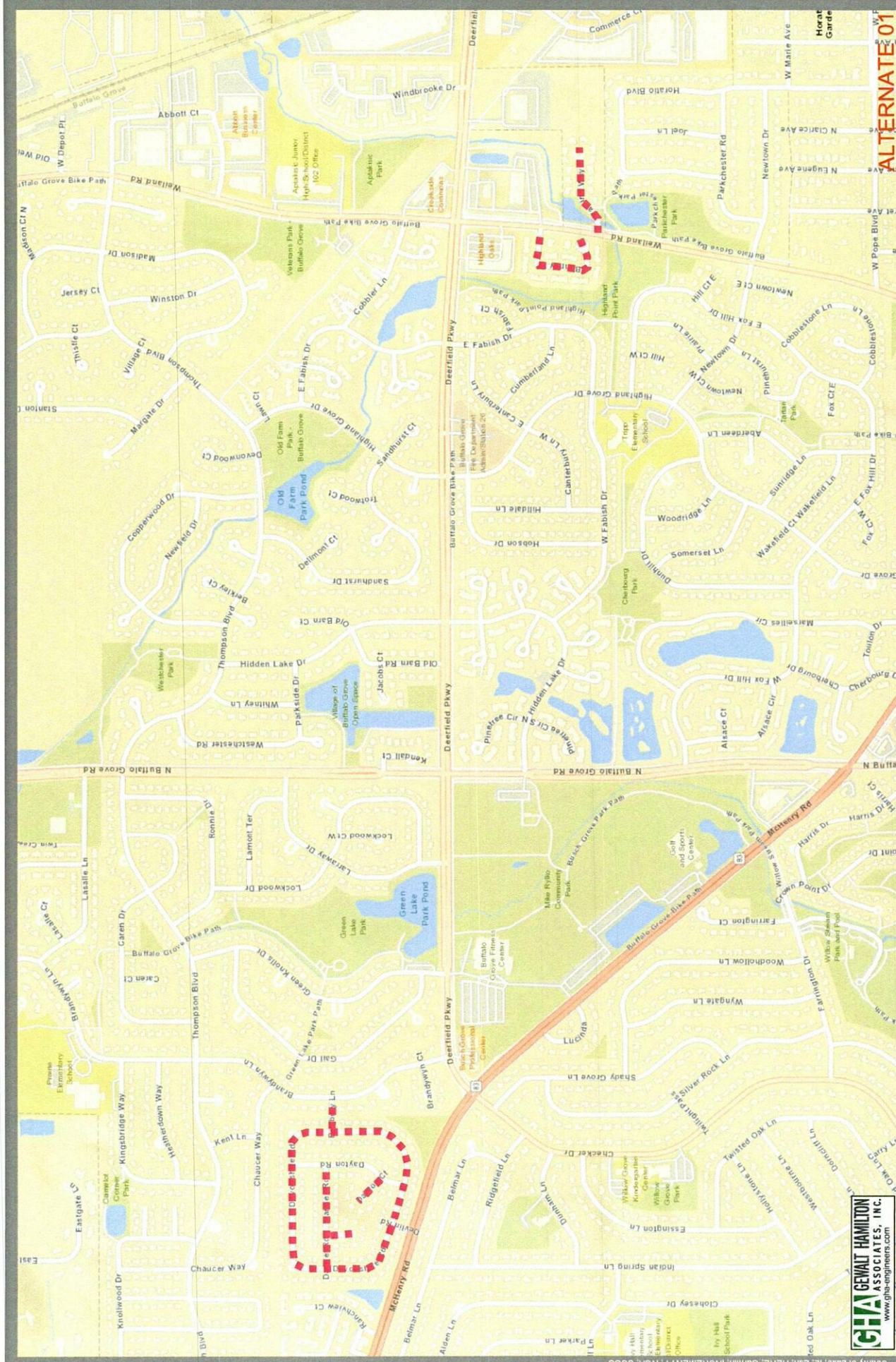
VoBG-2025-03



1 in = 1,000 ft

2025 Cracksealing Project - Area 02

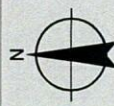
VoBG-2025-03



ALTERNATE 01

2025 Cracksealing Project - Area 03

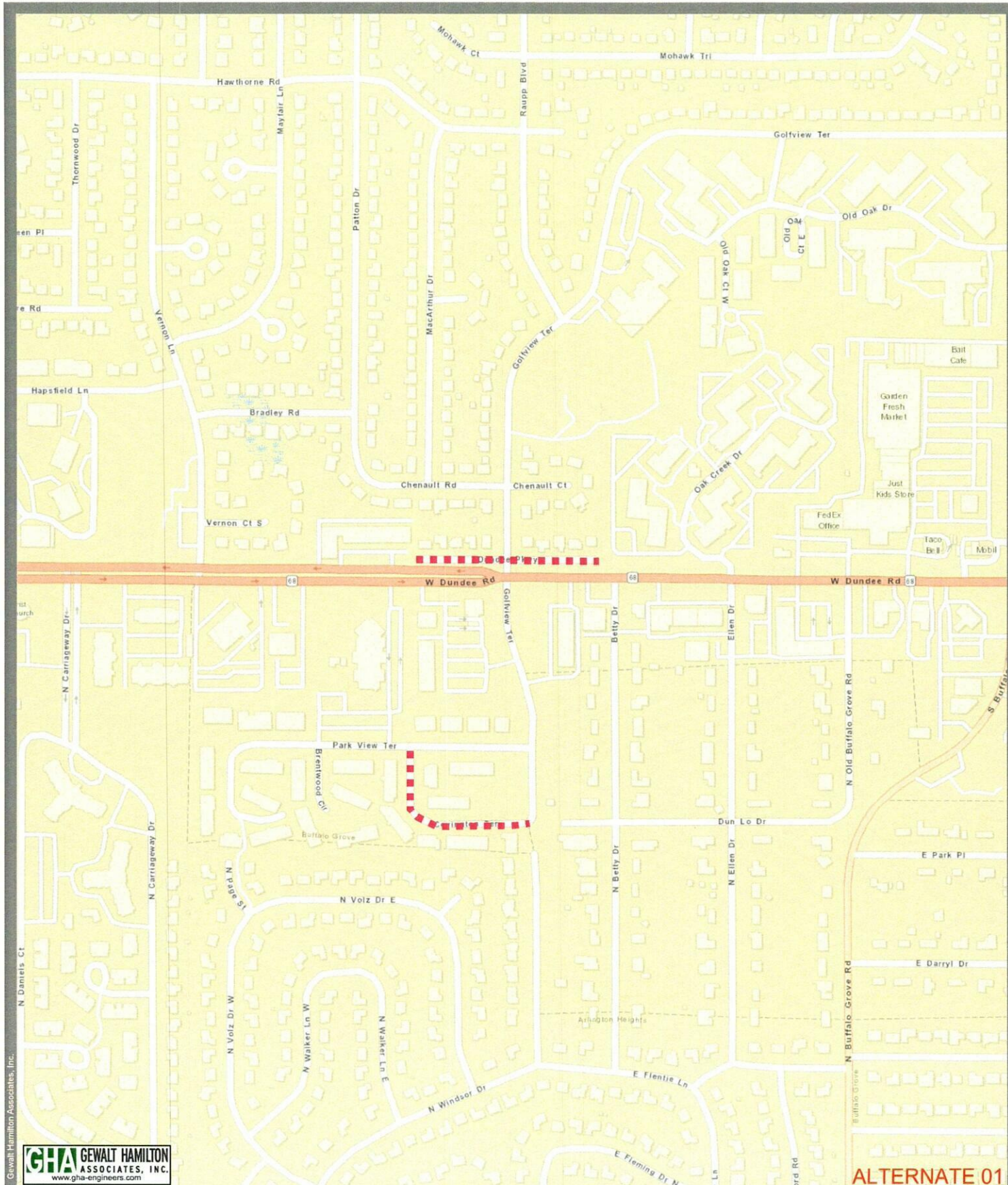
VoBG-2025-03



1 in = 1,000 ft

This exhibit is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

Date:



Gewalt Hamilton Associates, Inc.



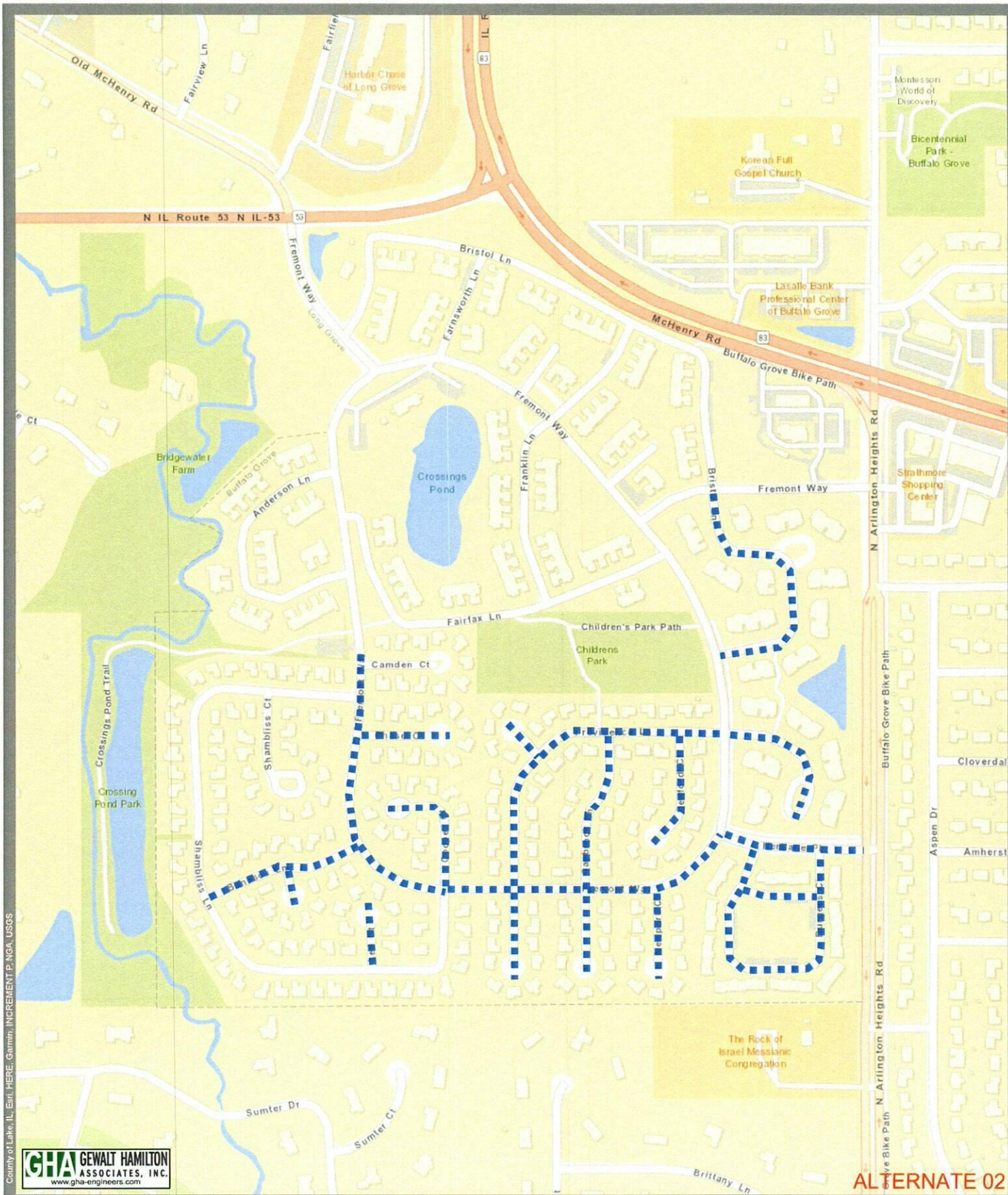
ALTERNATE 01



1 in = 500 ft

2025 Cracksealing Project - Area 04

VoBG-2025-03



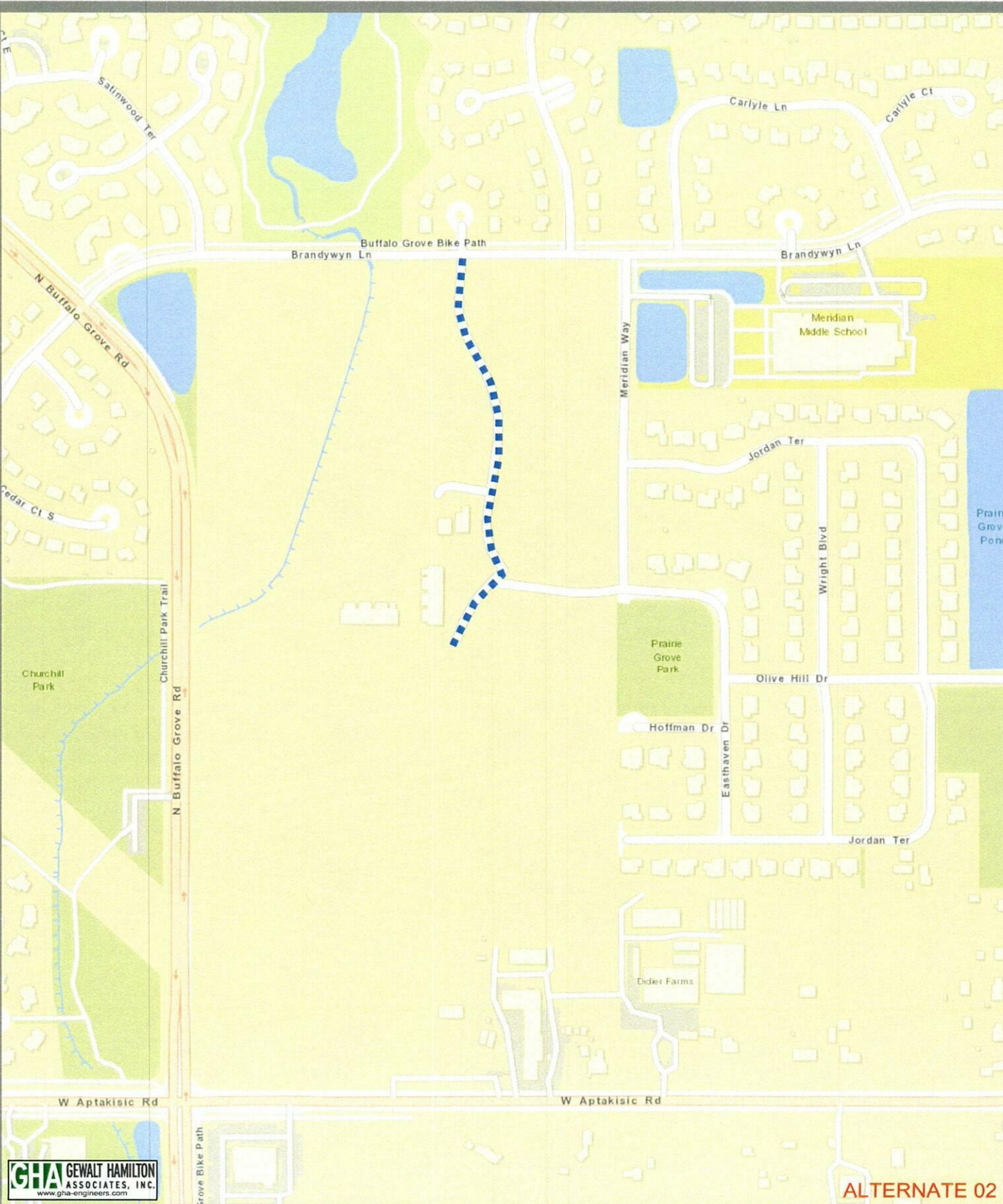
County of Lake, IL, Ext. HERE, Gannin, INCREMENT P. NGA, USGS

GHA GEWALT HAMILTON
ASSOCIATES, INC.
www.gha-engineers.com

ALTERNATE 02

2025 Cracksealing Project - Area 01

VoBG-2025-03



1 in = 400 ft

ALTERNATE 02

2025 Cracksealing Project - Area 02

VoBG-2025-03

**Description of Work
2025 Cracksealing Project
Village of Buffalo Grove**

The following is a list of streets including limits, and a brief description of work:

Street	From/To
Base	
Thornapple Court	Auburn Ln to South End
Blossom Court	Auburn Ln to South End
Auburn Lane	East End to Arlington Heights Rd
Auburn Lane	Auburn Lane to Auburn Lane
Ashland Court	Auburn Ln to North End
Appletree Court	Auburn Ln to North End
Morningside Lane West	Hidden Lake Dr to West End
Morningside Lane East	Hidden Lake Dr to East End
Golfview Terrace	Dundee Road to Buffalo Grove Rd
Hawthorne Court	Raupp Blvd to East End
Chenault Court	Golfview Terr to East End
Cottonwood Road	Cherrywood Rd to St Mary's Pkwy
Arbor Court	Cottonwood Rd to West End
Raupp Blvd	Mohawk Trail to Lake Cook Rd
St Mary's Parkway	Cottonwood Rd to Raupp Blvd
Hill Court West	Fox Hill Dr to South End
Newtown Drive	Weiland Rd to Highland Grove Dr
Alsace Court	Alsace Ct to East End
Alsace Circle	Fox Hill Dr to Fox Hill Dr
Marseilles Circle	Fox Hill Dr to Toulon Dr
Fox Hill Drive	Dunhill Dr to Buffalo Grove Rd
Toulon Drive	Marseilles Circle to South End
Toulon Drive	Marseilles Circle to Cherbourg Dr
Cherbourg Court South	Cherbourg Dr to West End
Cherbourg Court North	Cherbourg Dr to East End

The above street segments will include crack routing and filling at random crack locations, and other associated improvements.
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Street	From/To
Alternate 01	
Longwood Court	Longwood Dr to North End
Indian Hill Drive	Plum Grove Circle to Weidner Rd
Regent Court East	Regent Dr to East End
Plum Grove Circle	Arlington Heights Rd to Country Ln
Belaire Court	Belaire Dr to South End
Marvins Way	Weiland Rd to East End

Miramar Court	Miramar Ln to East End
Edenvale Drive	Prairie Rd to Avalon Dr
Avalon Drive	Daybreak Terr to Avalon Ct
Avalon Court North	Avalon Dr to West End
Avalon Court South	Avalon Dr to West End
Dannet Road	Devonshire Rd to Dayton Rd
Dannet Court	Dannet Rd to South End
Devonshire Road	Delvin Rd to Delvin Rd
Devonshire Extension	Devonshire Rd to Devonshire Rd
Dayton Court	Dayton Rd to West End
Banbury Lane	Devonshire Rd to 130' E of Devonshire Rd
Covington Terrace	Golfview Terr to Parkview Terr
Foxford Drive	Buffalo Grove Rd to Daulton Dr
Daulton Court	Daulton Dr to East End
Butternut Drive	Kingston Dr to Whispering Oaks
Blue Ash Drive	Sandalwood Rd to East End
Hickory Drive	Cottonwood Rd to Cherrywood Rd
Bentley Place	Weiland Rd to West End
Forest Way Drive	Beechwood Rd to Regent Dr
Chatham Circle	Beechwood Rd to Estate Dr
Beechwood Court West	Beechwood Rd to West End
Beechwood Court East	Beechwood Rd to East End
Dundee Parkway	West End to East End

The above street segments will include crack routing and filling at random crack locations, and other associated improvements.

Street	From/To
Alternate 02	
Lee Court	Shambliss Ln to North End
Cooper Court	Fremont Way to North End
Chase Court	Fremont Way to East End
Bunescu Lane	Fremont Way to Shambliss Ln
Bunescu Court	Bunescu Ln to South End
Fremont Way	Heritage Pl to Cooper Ct
Heritage Drive	Fremont Way to Arlington Heights Rd
Burgess Circle	Heritage Dr to Heritage Dr
Newport Court	Fremont Way to South End
Saybrook Lane	Providence Lane to South End
Bedford Court	Providence Ln to South End
Providence Court	Providence Ln to West End
Providence Lane	East End to Fremont Way
Providence Lane	Providence Ln to West End
Bristol Lane	Fremont Way to Fremont Way
Didier Court	Brandywyn Lane to South End

The above street segments will include crack routing and filling at random crack locations, and other associated improvements.

SUMMARY OF QUANTITIES - BASE									
SP	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Thornapple Court	Blossom Court	Auburn Lane	Auburn Lane EXTN 1	Auburn Lane EXTN 2
*	-	Crack Routing (Pavement) and Filling	LBS	20,150	360.0	220.0	1,490.0	180.0	170.0

* Special Provision Required

SUMMARY OF QUANTITIES - BASE									
SP	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Auburn Lane EXTN 3	Ashland Court	Appletree Court	Morningside Lane West	Morningside Lane East
*	-	Crack Routing (Pavement) and Filling	LBS	20,150	130.0	290.0	280.0	420.0	470.0

* Special Provision Required

SUMMARY OF QUANTITIES - BASE									
SP	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Bristol Lane	Golfview Terrace	Hawthorne Court	Chenault Court	Cottonwood Road
*	-	Crack Routing (Pavement) and Filling	LBS	20,150	740.0	1,910.0	160.0	210.0	1,160.0

* Special Provision Required

SUMMARY OF QUANTITIES - BASE									
SP	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Arbor Court	Raupp Blvd	St. Mary's Parkway	Golfview Terrace	Hill Court West
*	-	Crack Routing (Pavement) and Filling	LBS	20,150	320.0	2,340.0	1,340.0	910.0	260.0

* Special Provision Required

SUMMARY OF QUANTITIES - BASE									
SP	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Newtown Drive	Alsace Court	Alsace Circle	Marselles Circle	Fox Hill Drive
*	-	Crack Routing (Pavement) and Filling	LBS	20,150	1,090.0	270.0	840.0	2,040.0	1,820.0

* Special Provision Required

SUMMARY OF QUANTITIES - BASE							
SP	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Toulon Drive	Toulon Drive	Cherbourg Court North
*	-	Crack Routing (Pavement) and Filling	LBS	20,150	470.0	330.0	420.0
							250.0

* Special Provision Required

SUMMARY OF QUANTITIES - ALTERNATE 01									
SP	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Longwood Court	Indian Hill Drive	Regent Court East	Plum Grove Circle	Belaire Court
*	-	Crack Routing (Pavement) and Filling	LBS	19,010	130.0	1,610.0	100.0	1,690.0	270.0

* Special Provision Required

SUMMARY OF QUANTITIES - ALTERNATE 01									
SP	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Marvins Way	Miramar Court	Edenvale Drive	Avalon Drive	Avalon Court North
*	-	Crack Routing (Pavement) and Filling	LBS	19,010	640.0	210.0	180.0	510.0	320.0

* Special Provision Required

SUMMARY OF QUANTITIES - ALTERNATE 01								
SP	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Avalon Court South	Dannet Road	Dannet Court	Devonshire Road
*	-	Crack Routing (Pavement) and Filling	LBS	19,010	360.0	670.0	240.0	2,900.0
								Devonshire Extn 1
								110.0

* Special Provision Required

SUMMARY OF QUANTITIES - ALTERNATE 01									
SP	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Devonshire Extn 2	Dayton Court	Banbury Lane	Covington Terrace	Foxford Drive Extn
*	-	Crack Routing (Pavement) and Filling	LBS	19,010	120.0	260.0	110.0	600.0	130.0

* Special Provision Required

SUMMARY OF QUANTITIES - ALTERNATE 01									
SP	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Daulton Court	Butternut Drive	Blue Ash Drive	Hickory Drive	Bentley Place
*	-	Crack Routing (Pavement) and Filling	LBS	19,010	210.0	780.0	1,610.0	770.0	800.0

* Special Provision Required

SUMMARY OF QUANTITIES - ALTERNATE 01									
SP	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Forest Way Drive	Chatam Circle	Beechwood Court West	Beechwood Court East	Dundee Parkway
*	-	Crack Routing (Pavement) and Filling	LBS	19,010	1,170.0	1,320.0	390.0	190.0	610.0

* Special Provision Required

SUMMARY OF QUANTITIES - ALTERNATE 02									
SP	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Lee Court	Cooper Court	Chase Court	Bunescu Lane	Bunescu Court
*	-	Crack Routing (Pavement) and Filling	LBS	11,870	240.0	430.0	310.0	460.0	170.0

* Special Provision Required

SUMMARY OF QUANTITIES - ALTERNATE 02									
SP	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Fremont Way	Heritage Drive	Burgess Circle	Burgess Extn	Newport Court
*	-	Crack Routing (Pavement) and Filling	LBS	11,870	3,250.0	420.0	880.0	220.0	320.0

* Special Provision Required

SUMMARY OF QUANTITIES - ALTERNATE 02									
SP	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Saybrook Lane	Fremont Way	Bedford Court	Providence Court	Providence Lane
*	-	Crack Routing (Pavement) and Filling	LBS	11,870	750.0	1,140.0	410.0	120.0	920.0

* Special Provision Required

SUMMARY OF QUANTITIES - ALTERNATE 02							
SP	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Providence Lane Extn	Bristol Lane	Didier Court
*	-	Crack Routing (Pavement) and Filling	LBS	11,870	180.0	740.0	910.0

* Special Provision Required



Check Sheet for Recurring Special Provisions

Local Public Agency

Village of Buffalo Grove

County

Cook

Section Number

24-00000-01-GM

☐ Check this box for lettings prior to 01/01/2024.

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

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	59
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	62
3	<input type="checkbox"/> EEO	63
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	73
5	<input type="checkbox"/> Required Provisions - State Contracts	78
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	84
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	85
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	86
9	<input type="checkbox"/> Construction Layout Stakes	87
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	90
11	<input type="checkbox"/> Subsealing of Concrete Pavements	92
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	96
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	98
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	99
15	<input type="checkbox"/> Polymer Concrete	101
16	<input type="checkbox"/> Reserved	103
17	<input type="checkbox"/> Bicycle Racks	104
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	106
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	108
20	<input type="checkbox"/> English Substitution of Metric Bolts	109
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	110
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	111
23	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	119
24	<input type="checkbox"/> Reserved	135
25	<input type="checkbox"/> Reserved	136
26	<input type="checkbox"/> Temporary Raised Pavement Markers	137
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	138
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	141
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	145
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	148
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	150
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	151

Local Public Agency

County

Section Number

Village of Buffalo Grove

Cook

24-00000-01-GM

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

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	153
LRS 2	<input type="checkbox"/> Furnished Excavation	154
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	155
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	156
LRS 5	<input checked="" type="checkbox"/> Contract Claims	157
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	158
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	164
LRS 8	Reserved	170
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	171
LRS 10	Reserved	175
LRS 11	<input checked="" type="checkbox"/> Employment Practices	176
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	178
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	180
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	181
LRS 15	<input checked="" type="checkbox"/> Partial Payments	184
LRS 16	<input type="checkbox"/> Protests on Local Lettings	185
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	186
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	187
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	188



Local Public Agency	County	Section Number
Village of Buffalo Grove	Cook	25-00000-01-GM

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted

January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

2025 Cracksealing Project

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General Conditions

1. General Conditions

It is the policy of the Municipality and other governing agencies to set standards for the performance of road and bridge construction. This contract shall expressly adhere to the 'Standard Specifications for Road and Bridge Construction', latest edition, and the 'Standard Specifications for Water and Sewer Main Construction in Illinois', latest edition, unless otherwise specified herein.

2. Scope of Work

The provisions of Article 104.02 of the Standard Specifications are hereby amended as follows: **"The Village of Buffalo Grove (Village) expressly reserves the right to remove from or add to the project any portions thereof included in the 2025 Cracksealing Project. Such additions or reductions, if any, shall be made in writing by the Village prior to execution of the Contract Documents. Any addition or reduction in the scope of work required by the Village prior to the execution of the Contract Documents shall not result in an adjustment to the contract or to the price originally bid."**

3. Definition of Village of Buffalo Grove

All references in the contract relating to the Department, Awarding Authority, Village of Buffalo Grove, Village etc. shall mean the Village of Buffalo Grove.

4. Clean Construction and Demolition Debris (CCDD) Material Disposal

Work under this item shall be performed in compliance with the Illinois Environmental Protection Agency (IEPA) guidelines in effect at the time of construction.

The Contractor will be required to make all arrangements for coordination and submission of the necessary documents with their chosen CCDD or other suitable disposal facility. Written confirmation of preliminary approval must be provided from the disposal facility and confirmed by the Owner as acceptable.

All surplus, clean material generated from the Contractor's activities must be disposed of at an IEPA permitted CCDD or otherwise acceptable facility. The Contractor is responsible for providing documentation to the Owner for each load hauled off-site showing the quantity of material and the location the material was disposed of.

Disposal of clean material not in compliance with these requirements will constitute breach of contract. If the Contractor fails to provide adequate documentation supporting the legal disposal of clean material according to this special provision, the Contractor shall be fined \$1,000 per load of material and will assume all liability associated with material disposed of not in compliance with this special provision.

No extra compensation will be allowed to the Contractor for any expenses incurred complying with these requirements including but not limited to: delays, inconvenience, or interruptions in the work resulting from compliance with these requirements. All costs associated with material disposal shall be included into the appropriate unit bid prices for the work.

5. JULIE Notification


The Contractor shall call the Joint Utility Locating Information for Excavators (JULIE) (1-800-892-0123 or 811), a minimum of forty-eight (48) hours in advance of work being done in the area in accordance with Article 107.39 of the Standard Specifications.

For utilities which are not members, excluding homeowners, the Contractor shall contact the owners directly. The Contractor will be required to cooperate with all utility companies and municipal agencies involved in connection with the removal, temporary relocation, reconstruction or abandonment by these agencies of any and all services.

No additional compensation will be allowed the Contractor for any expense incurred by complying with these requirements, or because of delays, inconvenience or interruptions in his work resulting from the failure of the municipal agencies or utility company to remove, relocate, reconstruct or abandon their services.

6. Notice to Bidders

All bid proposals must be submitted electronically through the Village's Vendor Registry online procurement system. **Hard copy bids will not be accepted.** As read results of the bids will be posted to the Village's webpage, www.vbg.org/bids as soon as possible following the bid opening. In order to submit a bid proposal, bidders shall:

- a. Go to www.vbg.org/bids
- b. Select on the project description, '2025 Cracksealing Project' and click the large red button at the top

- c. Log in to your account and enter your total bid.
- d. Include an attachment (up to 200 MB), the following bid documents only:
 - i. Local Public Agency Formal Contract Proposal
 - ii. Schedule of Prices
 - iii. Local Agency Proposal Bid Bond
- e. The following documents will be requested by the two (2) as read low bidders immediately following the bid opening:
 - i. Apprenticeship or Training Program Certification
 - ii. Affidavit of Illinois Business Office
 - iii. Affidavit of Availability
 - iv. Village of Buffalo Grove Public Contract Statements

All bid questions shall be in writing, and will be accepted up to Friday, February 28 at 9 AM.

All bids will be opened and read publicly via the Microsoft Teams video conferencing platform.

Please join on your computer, mobile app or room device

<https://rb.gy/8appof>

Meeting ID: 214 017 489 819

Passcode: Ds6xT3xQ

7. Prequalification of Bidders

Bidders shall be prequalified with the Illinois Department of Transportation in accordance with Article 102.01 of the Standard Specifications and is required by all bidders.

All bidders are required to fully register with the Village of Buffalo Grove, including IRS Form W-9, at:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/buffalo-grove-village-of-il-vendor-registration>

OR

www.vbg.org/bids

Select the link 'Register My Business'

Please contact Vendor Registry at (844) 802-9202 for assistance in the registration process.

The Village of Buffalo Grove reserves the right to reject any or all proposals if the bidder does not comply with the requirements as stated herein.

8. Completion Date

The Contractor shall commence the work to be performed under this contract, on or near Monday, April 21, 2025. The work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as considered necessary to ensure its completion according to the time specified in the contract. The Contractor shall have five (5) working days from the actual date the Contractor begins work to complete this project. An additional three (3) working days will be permitted for each respective Alternate that is awarded, if

applicable. All work shall be completed, regardless of the actual start date by **Friday, May 16, 2025**, including punch list items, as defined in Article 108.04 of the Standard Specifications.

In case of failure to complete the work on time, the provisions of Article 108.09 of the Standard Specifications shall apply following the calendar day schedule of deductions.

The estimated Village Board award date for this project is Monday, March 17, 2025.

9. Contract Sequencing

The Contractor shall notify the Engineer at least 72 hours in advance of beginning work and 48 hours prior to construction commencement on each subsequent street. Construction operations shall be conducted in a manner such that streets will remain open to all traffic. At no time shall residents or business owners be kept out of their driveway over a weekend or holiday as defined in article 107.09 of the Standard Specifications.

Work shall be scheduled so that it is continuous on the various roadways. The Contractor and approved Subcontractor(s) shall, at all times, employ and provide sufficient labor, tools, equipment, and other incidental items for prosecuting the work to full completion in the manner and time required by the contract.

10. Construction Work Periods

Construction operations shall be completed in accordance with Article 107.09 of the Standard Specifications. All work shall be confined to the period beginning at 7:00 AM and ending at 6:00 PM on weekdays. No work shall be done on weekends or legal holiday periods as defined in Article 107.09 of the Standard Specifications.

Any work outside the allowed time periods specified including but not limited to, material deliveries, mobilization of equipment, warming up machinery, and mobilization of equipment, a penalty of \$1,000 per occurrence may be imposed.

11. Pre-Construction Meeting

Prior to commencing any construction operations, there shall be a pre-construction meeting. The Owner or Engineer will set the time and date of the meeting following Contract award.

The following shall be submitted by the Contractor for review at the pre-construction meeting:

A Progress Schedule in accordance with Article 108.02.

The 24-hour emergency phone number and contact information of the assigned Contractor's superintendent, or otherwise.

The name and 24-hour emergency phone number of the person in the direct employ of the Contractor who is responsible for administering the Traffic Control and Protection on the Contract

A list of subcontractors with contact information, including but not limited to name, phone number, and email address, and include quantity and type of work to be sublet for each respective subcontractor in accordance with Article 108.01 of the Standard Specifications.

A list of proposed sources of material.

Hot-mix asphalt and concrete mix designs, and respective quality control plans.

Any applicable shop drawing submittals.

12. Authority of the Engineer

Revise Article 105.01 Authority of Engineer to read:

"All work shall be done in accordance with the requirements of the Contract, the Engineer shall have the right, but not the obligation, to observe all work. The Engineer shall decide all questions that arise as to the interpretation of the Plans and Specifications and as to disputes and mutual rights between Contractors under the Specifications. The Engineer shall advise the Village of Buffalo Grove as to the quality and acceptability of materials furnished and work performed, rate of progress of the work, and acceptable fulfillment of the Contract. The Engineer will determine the amount of materials furnished and work performed. The Engineer's advice and determinations shall be conditions precedent to the right of the Contractor to receive money due the Contractor under the Contract."

"The Engineer will notify the Contractor in writing if the work is to be suspended by the Village of Buffalo Grove wholly or in part due to the failure of the Contractor to carry out provisions of the contract; for failure to carry out orders; for such periods due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest."

"In case of failure on the part of the Contractor to execute work as directed by the Engineer, the Village of Buffalo Grove may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such work as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due to the Contractor under the contract."

The Engineer shall not assume any of the responsibilities of the Contractor's superintendent or of subcontractors; shall not expedite the work for the Contractor; and shall not advise on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety precautions in connection with the work.

13. Existing Hardscape

Any damage to existing hardscape from tracked equipment or due to the Contractor's negligence, workmanship, or neglect shall be replaced at the Contractor's expense. It is recommended rubber tired or rubber-tracked equipment is used. Any unwarranted disturbance to the existing hardscape to remain will warrant repairs made joint to joint and in conformance with the contract documents. The Engineer and Village shall determine the limits of removal and replacement, and all work shall be completed to their satisfaction.

Access to the project site shall be permitted only from Checker Drive. The Contractor shall protect existing facilities by means and methods acceptable to the Engineer. All costs associated to comply with this specification shall be considered as included in the unit prices bid and no additional compensation shall be allowed.

14. Protection of Mailboxes

The Contractor shall take all necessary precautions when working near mailboxes within or adjacent to the project limits. If at the Contractor's discretion, a mailbox will interfere with construction operations, a temporary mailbox shall be located per the United States Postal Service requirements and the permanent mailbox reinstalled following said operation. At no time shall a resident be without a mailbox or not receive mail due to a mailbox being removed, replaced or damaged. The Contractor shall replace, at no additional cost to the Owner, any mailbox or post which has been damaged by the Contractor's operations due to neglect, misconduct or poor workmanship. The cost of all materials required and all labor necessary to comply with this specification herein will not be paid for separately, but shall be considered as included in the unit prices bid and no additional compensation shall be allowed.

The Contractor must maintain access for both residents and mail carriers to all mailboxes throughout the duration of the project.

15. Use of Fire Hydrants

The indiscriminate use of fire hydrants is strictly prohibited. The Contractor can obtain non-potable water in bulk at no charge at the Buffalo Grove Public Works Department, 51 Raupp Blvd. The Contractor shall provide a water truck or containment and driver to obtain and transport the water. All water obtained from the Village shall be used for this project only. If deemed necessary, the Village reserves the right to restrict or refuse the use of Village water. The Contractor will be responsible for executing the required paperwork and follow all requirements of the Village. If it is determined that the Contractor or its subcontractors operate or use a Village fire hydrant, a monetary penalty of \$1,000 per occurrence that will be imposed.

16. Dust Control

The Contractor shall be required to control dust or air-borne dirt resulting from construction operations by utilizing a mechanical street sweeper on all pavement within or adjacent to the project work zone throughout the duration of the project. The resulting debris shall be disposed of off-site in accordance with Article 202.03 of the Standard Specifications. Individual fire hydrant use shall not be permitted to control dust at specific locations. The Contractor shall provide dust control operations daily or as directed by the Engineer.

The cost of this work shall be included in the unit prices bid and no additional compensation shall be allowed to control dust as specified herein.

17. Street Sweeping

The Contractor shall be required to blow all materials as result of routing operations to the curb line of each respective roadway, which includes, blowing all material from driveways, approaches, sidewalks, parkways, and any other area determined by the Village. **The Village of Buffalo Grove will provide street sweeping services following completion of the project.**

The cost of this work will be included in the unit prices bid and no additional compensation shall be allowed to control dust and construction debris as specified herein.

18. Refuse Pick Up Schedule

There will be no placement of bituminous material allowed on scheduled days of refuse pick up. The Contractor shall be responsible for determining the current refuse pickup schedule and incorporating it into their proposed project schedule.

19. Traffic Control Plan

Effective: September 30, 1985

Revised: January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

Delays to the Contractor caused by complying with these requirements will be considered included in the cost of the contract, and no additional compensation will be allowed.

Standards

701301, 701501, and 701901

Details

701301-04 Lane Closure, 2L, 2W, Short Time Operations

701501-06 Urban Lane Closure 2L, 2W, Undivided

701901-08 Traffic Control Devices

Special Provisions

Dist 1 - Maintenance of Roadways

LRS 3 – Work Zone Traffic Control Surveillance

LRS 4 – Flaggers in Work Zones

BDE – Vehicle and Equipment Warning Lights

BDE – Work Zone Traffic Control Devices

20. Maintenance of Roadways

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that the Contractor begins work on this project, he shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided for in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

21. Use of the Work Site

Contractor shall use the Work Site solely to complete the Work and such related activities as may be authorized or directed by the Village. Except as provided herein, Contractor shall not (nor shall Contractor cause or permit any employee or person under Contractor's control) to display or broadcast commercial, political, or religious messages or advertisements of any nature at the Work Site or in connection with the Work. The foregoing shall not be construed to prohibit the following at the Work Site or in connection with the Work: (a) the use of equipment, materials, or other items (e.g. personnel uniforms and clothing) that identify the Contractor (such as by displaying the Contractor's name, logo, slogan, contact information, or similar messages) or that identify the maker or supplier of such equipment, material, or item; or (b) the use or display of signs, flags, cones, traffic control devices, markers, or other similar devices that reasonably relate to the Work, Work Site safety, public safety, or regulatory compliance; or (c) personal speech, religious practice, or expression by any individual performing Work or at the Work Site; or (d) upon written approval or direction of the Village, the display of information regarding the sponsor of the Work or funding sources for the Work.

In addition, Contractor shall not (nor shall Contractor require or permit its personnel, subcontractors, or subcontractors' personnel to) conduct any prohibited political activity at the Work Site or while performing the Work. Contractor and its personnel or subcontractors (including any subcontractor's personnel) shall not intentionally or knowingly use the Work Site or any other property or resources of the Village in connection with any prohibited political activity. For purposes of this section, the term "prohibited political activity" shall have the meaning set forth in Section 5 of the State Officials and Employees Ethics Act, 5 ILCS 430/1-5.

22. Indemnification

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

For this project, the Village also hired a Consultant, Gewalt Hamilton Associates. The Contractor shall indemnify the Consultant in the same manner as the Village, as stated above.

23. Insurance Requirements

12.04.080 - Insurance.

A. Required Coverages and Limits. Unless otherwise provided by franchise, license, or similar agreement, each Contractor occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance policies insuring the Contractor as named insured and naming the Village, and its elected and appointed officers, officials, agents, and employees and Gewalt Hamilton Associates, Inc. and employees as additional insureds on the policies listed in subsection (A)(1) and (A)(2) of this section:

1. Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:
 - a. Five million dollars for bodily injury or death to each person,
 - b. Five million dollars for property damage resulting from any one accident, and
 - c. Five million dollars for all other types of liability;
2. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of one million dollars for personal injury and property damage for each accident;
3. Worker's compensation with statutory limits; and
4. Employer's liability insurance with limits of not less than one million dollars per employee and per accident.

If the Contractor is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

- B. Excess or Umbrella Policies. The coverages required by this section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- C. **Copies Required. The Contractor shall provide copies of any of the policies including all endorsements or certificates required by this section to the Village within ten calendar days following receipt of a written request therefor from the Village.**
- D. Maintenance and Renewal of Required Coverages. The insurance policies required by this section shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) calendar days after receipt by the Village, by registered mail or certified mail, return receipt requested, of a written notice addressed to the Village Manager of such intent to cancel or not to renew."

Within ten (10) calendar days after receipt by the Village of said notice, and in no event later than ten (10) calendar days prior to said cancellation, the Contractor shall obtain and furnish to the Village evidence of replacement insurance policies meeting the requirements of this section.

- E. Self-Insurance. A Contractor may self-insure all or a portion of the insurance coverage and limit requirements required by subsection A of this section. A Contractor that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under subsection A of this section, or the requirements of subsections B through D of this section. A Contractor that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under subsection A of this section, such as evidence that the Contractor is a "private self-insurer" under the Workers Compensation Act.
- F. Effect of Insurance and Self-Insurance on Contractor's Liability. The legal liability of the Contractor to the Village and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.
- G. Insurance Companies. All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.
- H. Verification of Coverage. **Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.
- I. Subcontractors. Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
- J. Assumption of Liability. The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.
- K. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.
- L. Failure to Comply. In the event the Contractor fails to obtain or maintain any insurance coverage's required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Contractor.

Nothing contained herein is intended to constitute, nor shall it constitute a waiver of the rights, defenses and/or other immunities provided or available to the Village under law including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act.

24. Accidents

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Village by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

25. No Assignment

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Village or authorized representative.

26. Default

The following shall constitute a default an "Event of Default" by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics', materialmens' or suppliers' lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

27. Delays

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

28. Compliance With Laws

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois

Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of FOIA or the Contractor's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village 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 attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

29. No Waiver of Rights

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

30. Termination of the Contract

Voluntary Termination. Notwithstanding any other provision hereof, the Village may terminate this Contract during the Initial Term with or without cause, at any time upon thirty (30) calendar days prior written notice to the Contractor.

Termination for Breach. Either party may terminate this Contract upon written notice to the other party following material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) calendar days of receipt of written notice of such breach from the non-breaching party.

31. Controlling Law and Venue

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

32. Miscellaneous

A. AMENDMENT – This Contract may be amended only in writing executed by both Parties.

- B. **NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. **SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- D. **NO THIRD PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- E. **BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- F. **ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- G. **SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- H. **TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*

33. Application For Payment

At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the Contract, and the value thereof at the contract unit prices according to Article 109.02 of the Standard Specifications. For each pay period, the quantity cut off will be the first Saturday of each month. During the second week, the Engineer and Contractor will agree to the quantities completed to-date. The Contractor shall submit an agreed upon invoice electronically to the Engineer by the end of the working day of the third Monday of the month. The Village will begin their payment process and will result in the review of the payment at the next regularly scheduled Village Board meeting. Prior to the release of payment, the Contractor shall submit electronically, all certified payroll reports, applicable waivers, and a notarized and signed clarifying statement for Village Attorney review and subsequent approval. Prior to the release of the check, hard-copies of all applicable waivers and the clarifying statement shall be received by the Village.

All payments under this Contract must be approved by the Village Board at a regularly scheduled meeting. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested prior to paying the requested payment. A Final Lien Waiver from the Contractor, its subcontractors, and all material suppliers shall be furnished with the final application for payment.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 *et seq.* To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

34. Retainage and Waivers

The Village of Buffalo Grove has the option to retain from the amount due to the Contractor a maximum of ten percent (10%) from each pay request. The Contractor may request the retainage be reduced and provide reasoning for such reduction in writing to the Village. The Village has the option to accept or deny the request and shall be considered final. The retainage may be held until the Village determines the project to be final and accepted, at which time any warranty or maintenance period shall commence.

The Contractor shall submit, for each pay request submittal, original partial or final waivers from all subcontractors and material suppliers for the work payment is requested from the Village; trailing waivers will not be permitted. The Village will not remit payment to the Contractor until all original hard-copies of waivers for the work the Contractor is requesting payment for are received and reviewed. To help expedite the process, the Village is willing to review draft waivers after the invoice has been submitted for the pay request. When the draft waivers are reviewed and found acceptable, and the check is cut according to the Village's Warrant schedule, then the check and final waivers can be exchanged accordingly.

35. Certified Payroll Reports

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq. Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days' Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number. The Contractor shall provide a list of every name, address, phone number and email of every sub-contractor for the Work.

If the contractor must submit the payroll to the Village of Buffalo Grove for reasons outside of their control, the Village requests that the Contractor submit all certified payroll reports, including subcontractors, and EEO reporting be sent electronically in separate files for each respective Contractor/subcontractor with the weeks ending date in the file name to amdow@vbq.org (i.e. Contractor Name Week Ending.pdf) as shown in the sample letter in Exhibit D.

The Contractor is responsible for providing all records in accordance with the Illinois Department of Labor's (IDOL) requirements pertaining to the Prevailing Wage Act on the standard IDOL form. Only the last four (4) digits of the employee's social security number will be required; the remaining digits shall be "X" or redacted. To complete the certified payroll request for release of payment, the Contractor must supply a signed and notarized written statement that all necessary documentation has been turned over for the pay period pertaining to that payment requested.

Under P.A. 98-0328, the public body must retain copies of the certified payroll for 5 years rather than 3 years as was the case previously. The Illinois Department of Labor (IDOL) has created model certified payroll forms which can be found at the IDOL website www.illinois.gov/idol. The new form consists of three pages identified as the "certified transcript of payroll affidavit" and "certified transcript of payroll instructions". The new forms on the IDOL website can be filled in online and then printed out. Under P.A. 98-0482, contractors and subcontractors will have to provide additional information with respect to working hours, wage rates, overtime rates and fringe benefits. The IDOL's model certified payroll forms are the most current forms for compliance with P.A. 98-0482 and should be used in public works contracts.

36. Monetary Penalties

All work shall be completed in accordance with the Contract Documents in a reasonable and timely manner. For each occurrence that work is not completed in a reasonable and timely manner, a monetary penalty will be deducted from the final pay application. The Contractor shall make themselves and all subcontractors aware of the following deficiency and deductions:

Description	Penalty	Per Occurrence
Failure to Sweep Roadway	\$2,000	Calendar Day
Failure to Maintain Trench	\$250	Calendar Day
Failure to Adhere to Period of Establishment Requirements	\$250	Calendar Day
Distributing Unapproved Resident Notices	\$100	Household
Failure to Distribute Notices in a Timely Manner	\$100	Household
Failure to Distribute Notice to Resident	\$100	Household
Failure to Provide Access in a Timely Manner	\$250	Household Per Day
Failure to Provide Weekly Update to Engineer	\$1,000	Per Occurrence

Failure to Attend a Scheduled Weekly Meeting	\$1,000	Per Occurrence
Failure to Respond in a Timely Manner to a Resident	\$250	Calendar Day
Failure to Ramp Roadway or Driveway	\$250	Household/Roadway Per Day
Use of Fire Hydrant or Valve	\$1,000	Each
Failure to Provide Maintenance of Roadway in a Timely Manner as Determined by the Engineer	\$1,000	Calendar Day
Entering Private Property	\$500	Per Occurrence
Failure to Provide Portable Facilities	\$100	Calendar Day
Illicit Discharge of Silt or Construction Debris	\$1,000	Per Occurrence
Failure to Submit Shop Drawings on Time	\$500	Per Occurrence
Failure to Maintain Erosion and/or Sediment Control Devices	\$1,000	Per Occurrence
Working Outside Allowable Work Hours	\$1,000	Per Occurrence

At the discretion of the Engineer and without notice, the Contractor shall have deducted the monetary penalty amount as listed above for each occurrence on the final pay application.

37. Public Notification

The Contractor shall be required to provide and distribute letters to residents or business owners anytime access will be affected to a home or utility service is interrupted. This general condition shall only apply when access will be directly affected for greater than four (4) hours, or as directed by the Engineer. Public notification shall not be required for every residence within the project limits.

Letters shall be typed on standard 8.5" x 11" paper and an envelope may or may not be used. All letters, including those written and distributed by a subcontractor, shall be printed on the General Contractor's letterhead and shall include the name, address, and telephone number of the General Contractor's person in charge.

Letters shall be taped to a non-painted surface using painters tape or approved equal, and will be placed in as many locations as needed to ensure they will be visible to residents. Distributing letters via mailbox is discouraged, however, must be compliant with all United States Postal Service federal regulations. Notification letters shall include but is not limited to the following:

- Exact day and time work is to begin that will affect access (weather permitting).
- How the resident will know they may resume normal access to their property.
- The anticipated length of the closure (no more than one week will be permitted).
- Specific location where parking is permitted, both overnight and during the working day (as signed and normally permitted during daytime).
- The Village of Buffalo Grove Police Department has been notified that overnight parking will be permitted. (It shall be the responsibility of the Contractor to confirm this with the Village.)
- The Contractor will go door-to-door the moment prior to work is to begin to ensure all accommodations are made.
- General Contractor's person in charge name and contact information for additional information or specific requests.
- If applicable, provide Resident flushing procedures (following reconnection of the water service, resident to flush inside of the house via the bath or utility sink for ten minutes prior to consumption).

Notification letters shall be distributed a minimum of 24 hours prior to access being affected or otherwise. If this requirements is not met, work shall not commence. **All letters must be approved by the Village or Engineer prior to and for each individual distribution.** Additional letters may be required when weather or other unforeseen circumstances change the schedule. When requested, the Contractor is required to return or provide correspondence from a resident within 24 hours.

Under special circumstances, the Village, may choose to write a notification letter and the Contractor shall still be responsible for delivering the letter as specified herein. An example of a resident notification letter can be found in Appendix A.

The Contractor must comply with all of the above-mentioned statements otherwise a monetary penalty of \$100 per household, per calendar day shall be imposed.

38. Maintenance Bond

The Contractor will be required to post a Maintenance Bond for a period of One Year (1-yr) from date of final acceptance by the Village. Final acceptance will be the date the Final Payment is made to the Contractor. The bond shall be in a form acceptable to the Village in the amount of 10% (ten percent) of the awarded contract value. Unless under emergency situations, the Village will offer the Contractor the ability to fix or repair any item prior to the bond being called. If the Contractor elects to perform the repairs themselves, all work must be complete within 14 calendar days of notice from the Village or the Village reserves the right to perform the repairs themselves.

The Maintenance Bond shall cover all necessary repairs or replacements as deemed necessary by the Village due to poor workmanship, failed materials, settlement of trenches, excessively spalled, chert popped or cracked concrete, storm and water main failures, restoration establishment, and other items as completed by the Contractor.

All required pavement repairs shall be from curb line to the nearest cold joint. Pavement repairs shall have all joints routed and filled with crack seal material including along the edge of pavement 1 month after installation.

If the Contractor elects to not perform the repairs or does not perform them in the time allotted the Village will perform the work and collect from the bond any damages incurred by the Village to perform the repairs.

Special Provisions

1. Crack Routing (Pavement) and Filling

This work shall include all labor, material, and equipment necessary to complete the routing, cleaning, and sealing of transverse and longitudinal reflected cracks in existing hot-mix asphalt pavement at various locations throughout the project area in accordance with Section 451 of the Standard Specifications and as specified herein.

As described in the Description of Work, the Village's intent is to route and seal along the edge of pavement, and centerline of recently paved asphalt roadways, around the perimeter of new pavement patches, and other various cracks on street segments listed herein.

Routing shall follow the edge of pavement, centerline, or patch perimeter as nearly as possible to width and depth as specified below and blown free of debris with high compressed air capable of producing 90 psi of compressed air to free all moisture, dust, and debris prior to filling in compliance with applicable IDOT specifications. If compressed air is used, then a discharge filter shall be used to ensure oil and water stays out of the lines.

Location	Routing Width (Inches)	Routing Depth (Inches)
Centerline	$\frac{3}{4}$	$\frac{3}{4}$
Edge of Pavement	$\frac{3}{4}$	1 $\frac{1}{2}$
Pavement Patches	$\frac{3}{4}$	$\frac{3}{4}$
Other Various Cracks	$\frac{3}{4}$	$\frac{3}{4}$

The hot-poured joint sealer shall be installed within four (4) hours of routing in a clean, dry crack and applied using the methods and equipment recommended by the manufacturer, except it shall only be placed when the air temperature in the shade is 40°F or greater.

Fill ALL cracks with hot rubberized joint filler which shall meet or exceed federal specification ASTM D3405. Filled cracks will be relieved of excess sealant by striking off top of material to form a band of crack sealant which extends approximately one inch on each side of the filled crack. It is assumed that one (1) pound of joint filler will fill approximately three (3) linear feet of routed cracks.

Apply coating of Black Beauty Slag or equivalent to crack filler as necessary in traffic areas.

The Contractor shall save the boxes of joint filler, and quantify the total pounds used in the presence of the Engineer at the end of each working day.

This work will be measured in place and paid for at the contract unit price per pound for CRACK ROUTING (PAVEMENT) AND FILLING, which shall include all labor, material, and equipment required to complete the work as specified herein.

BDE SPECIAL PROVISIONS
For the April 25 and June 13, 2025 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

File Name	#		Special Provision Title	Effective	Revised
	80099	1	<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	<input type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	<input type="checkbox"/> Automated Flagging Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173	4	<input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
*	80241	6	<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
*	50531	7	<input type="checkbox"/> Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	8	<input type="checkbox"/> Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80460	9	<input type="checkbox"/> Cement, Finely Divided Minerals, Admixtures, Concrete, and Mortar	Jan. 1, 2025	
	80384	10	<input checked="" type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11	<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
*	80199	12	<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80461	13	<input type="checkbox"/> Concrete Barrier	Jan. 1, 2025	
	80453	14	<input type="checkbox"/> Concrete Sealer	Nov. 1, 2023	
	80261	15	<input checked="" type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2025
*	80029	16	<input type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2025
	80229	17	<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452	18	<input type="checkbox"/> Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80447	19	<input type="checkbox"/> Grading and Shaping Ditches	Jan. 1, 2023	
	80433	20	<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80456	21	<input type="checkbox"/> Hot-Mix Asphalt	Jan. 1, 2024	Jan. 1, 2025
	80446	22	<input type="checkbox"/> Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	23	<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
	80450	24	<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80464	25	<input type="checkbox"/> Pavement Marking Inspection	April 1, 2025	
	80441	26	<input type="checkbox"/> Performance Graded Asphalt Binder	Jan. 1, 2023	
	80459	27	<input type="checkbox"/> Preformed Plastic Pavement Marking	June 2, 2024	
*	34261	28	<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80455	29	<input type="checkbox"/> Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
	80445	30	<input type="checkbox"/> Seeding	Nov. 1, 2022	
	80457	31	<input type="checkbox"/> Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
	80462	32	<input type="checkbox"/> Sign Panels and Appurtenances	Jan. 1, 2025	April 1, 2025
	80448	33	<input type="checkbox"/> Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340	34	<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	35	<input type="checkbox"/> Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	36	<input type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	37	<input checked="" type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80463	38	<input type="checkbox"/> Submission of Bidders List Information	Jan. 2, 2025	
	80437	39	<input type="checkbox"/> Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
	80435	40	<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80465	41	<input type="checkbox"/> Surveying Services	April 1, 2025	
	80466	42	<input type="checkbox"/> Temporary Rumble Strips	April 1, 2025	
*	20338	43	<input type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	44	<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	45	<input checked="" type="checkbox"/> Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80458	46	<input type="checkbox"/> Waterproofing Membrane System	Aug. 1, 2024	
	80302	47	<input type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Jan. 2, 2025
	80454	48	<input type="checkbox"/> Wood Sign Support	Nov. 1, 2023	
	80427	49	<input checked="" type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	Jan. 1, 2025
*	80071	50	<input type="checkbox"/> Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions are in the 2025 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80434	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Articles 542.03, 550.03, 1040.03, 1040.04(b), 1040.04(d) & 1040.08	Jan. 1, 2021	
80443	High Tension Cable Median Barrier Removal	Section 632	April 1, 2022	
80045	Material Transfer Device	Articles 406.03, 406.06(f), 406.13(b), 406.14 & 1102.02	Nov 15, 1999	Jan. 1, 2022
80410	Traffic Spotters	Article 701.13	Jan. 1, 2019	

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

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

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

"(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited."

Add the following to Section 109 of the Standard Specifications.

"109.13 Payment for Contract Delay. Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
 - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

- (2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.
- (c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: January 1, 2025

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted according to the table below.

Horsepower Range	Model Year and Older
50-99	2003
100-299	2002
300-599	2000
600-749	2001
750 and up	2005

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

"This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%"

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

"The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations."

80439

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020
Revised: January 1, 2025

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices shall be MASH compliant.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices shall be MASH compliant.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant

with NCHRP 350, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as sign supports, speed feedback displays, arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH compliant is available, an NCHRP 350 compliant device may be used, even if manufactured after December 31, 2019."

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

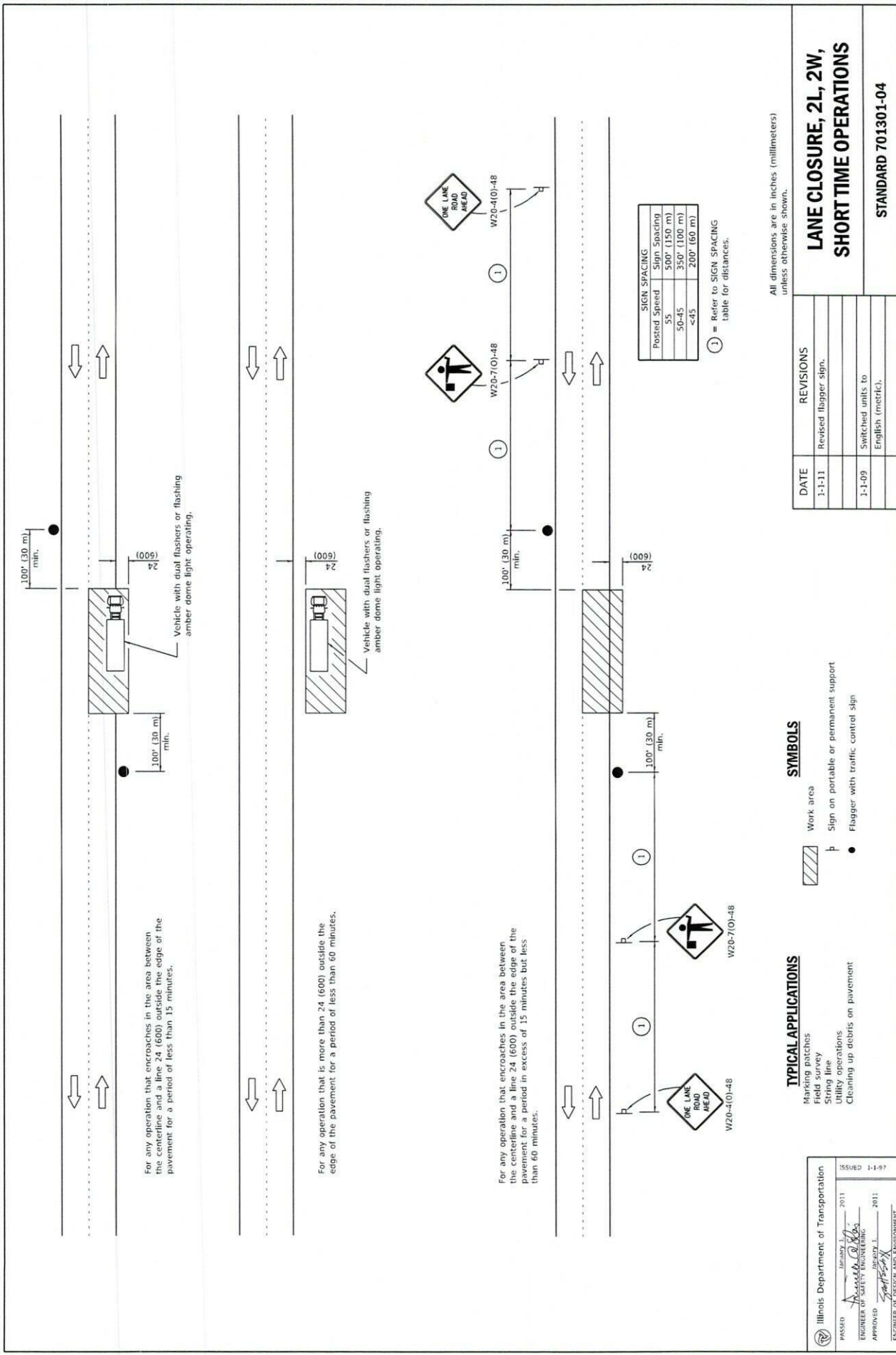
"(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis."

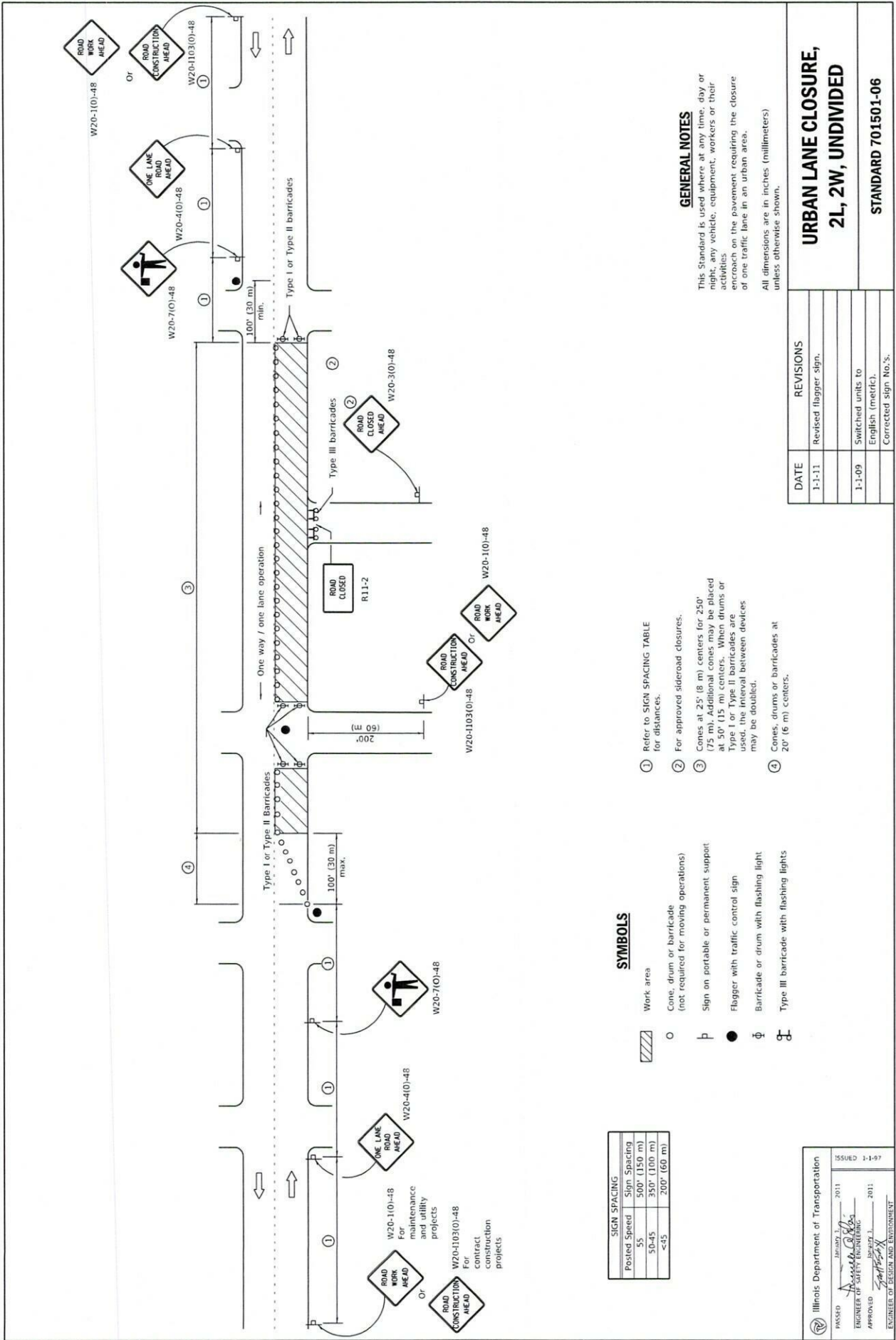


All dimensions are in inches (millimeters) unless otherwise shown.

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

STANDARD 701301-04

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



GENERAL NOTES

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

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

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

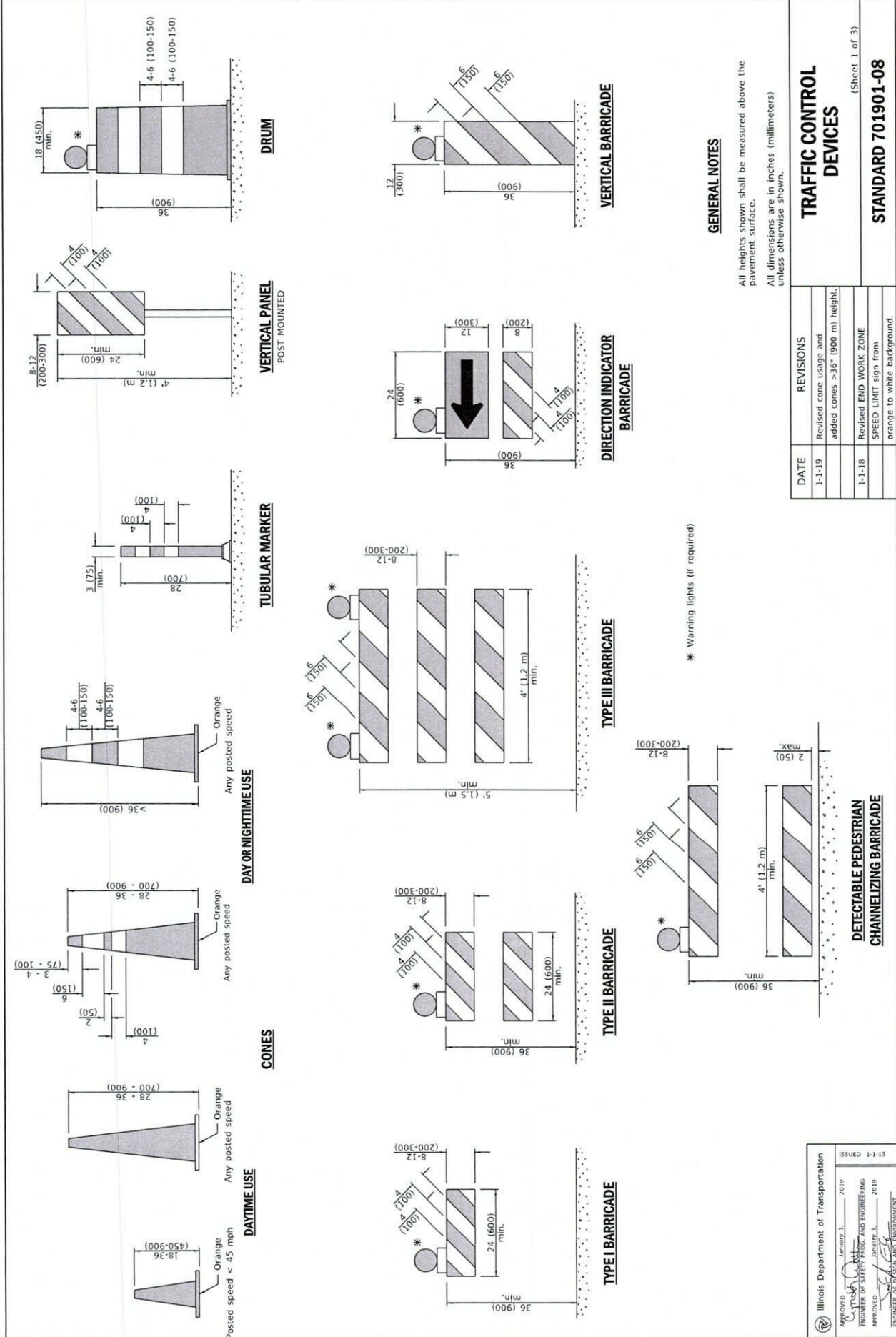
STANDARD 701501-06

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

Illinois Department of Transportation

PASSED
2011
ENGINEER OF SAFETY ENGINEERING
APPROVED
2011
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97



APPROVED

Illinois Department of Transportation

ISSUED 1-1-13

2019

ENGINEER OF SAFETY PROG. AND ENGINEERING

2019

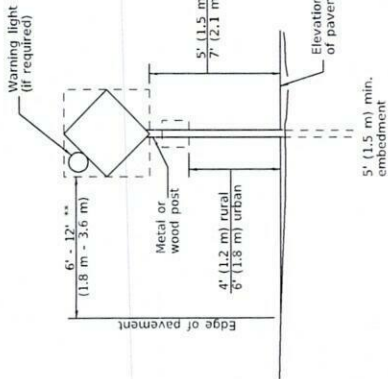
ENGINEER OF DESIGN AND ENVIRONMENT

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

TRAFFIC CONTROL DEVICES

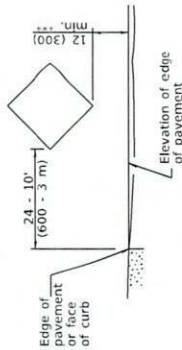
(Sheet 1 of 3)

STANDARD 701901-08



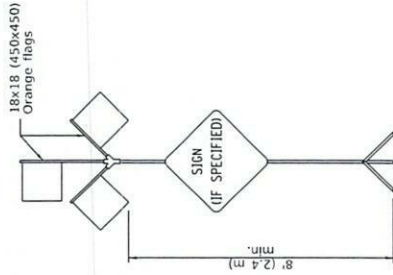
POST MOUNTED SIGNS

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

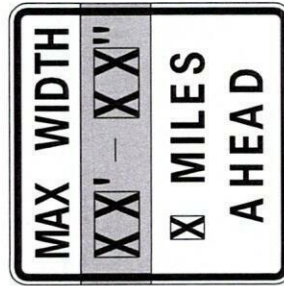


SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed 2 miles (3200 m) or more in length, signs shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



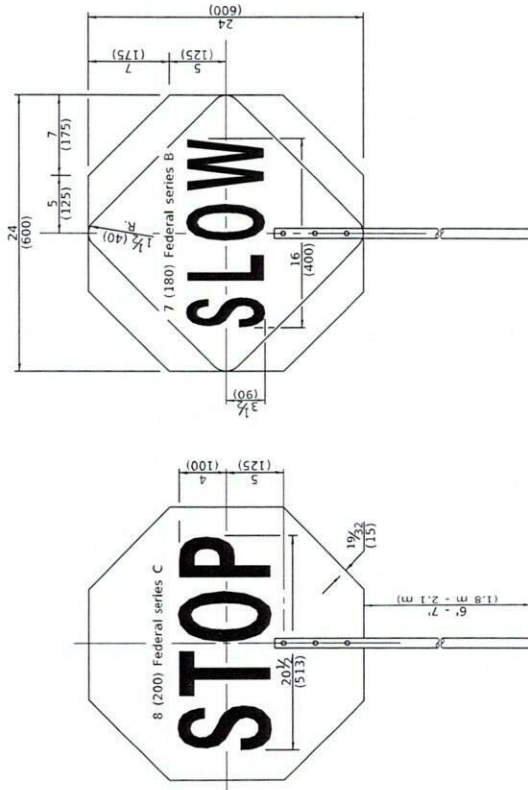
HIGH LEVEL WARNING DEVICE



W12-1103-4848

WIDTH RESTRICTION SIGN

XX-XX* width and X miles are variable.



FRONT SIDE

REVERSE SIDE

Illinois Department of Transportation	
APPROVED	ISSUED 1-1-13
DESIGNED BY	2019
ENGINEER OF SAFETY PROGRAM AND ENGINEERING	
APPROVED	2019
ENGINEER OF DESIGN AND ENVIRONMENT	

FLAGGER TRAFFIC CONTROL SIGN

ROAD CONSTRUCTION NEXT X MILES	END CONSTRUCTION
G20-1104(0)-6036	G20-1105(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

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

WORK LIMIT SIGNING

WORK ZONE	W21-1115(0)-3618
SPEED LIMIT	R2-1-3648
XX	
PHOTO ENFORCED	R10-1108p-3618 ****
XXXX FINE MINIMUM	R2-1106p-3618

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

END WORK ZONE SPEED LIMIT	G20-1103-6036
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This sign shall be used when the above sign assembly is used.

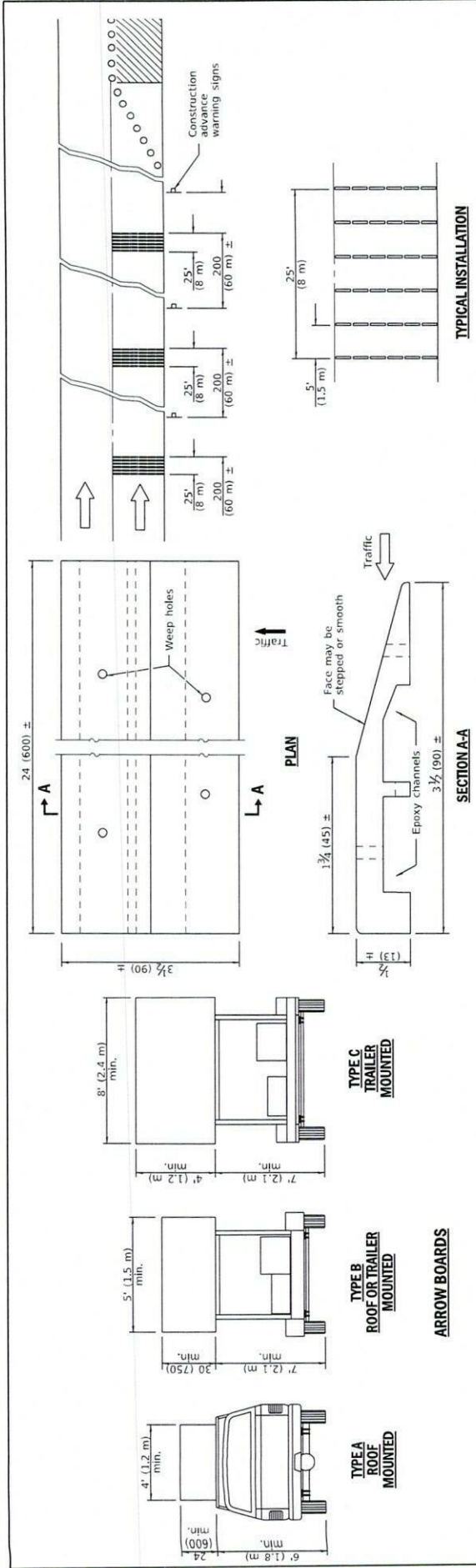
HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

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

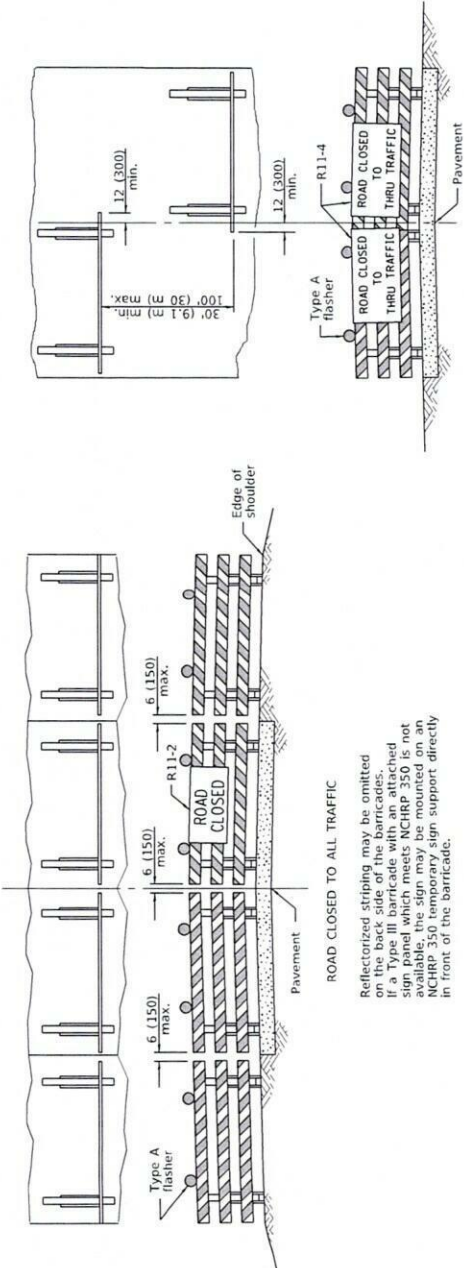
TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

STANDARD 701901-08



TEMPORARY RUMBLE STRIPS



TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

TRAFFIC CONTROL DEVICES

(Sheet 3 of 3)

STANDARD 701901-08

Illinois Department of Transportation

APPROVED: *[Signature]* 2019
 ENGINEER OF SAFETY PROGRAM AND ENGINEERING

ISSUED: 1-1-13

APPROVED: *[Signature]* 2019
 ENGINEER OF DESIGN AND ENVIRONMENT



SKCCONS-01

DSOMMERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2025

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of IL, LLC 25 Northwest Point Blvd., Ste 625 Elk Grove Village, IL 60007	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(847) 758-1000	FAX (A/C, No): (847) 758-1200
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Selective Insurance Company of America		12572
INSURED SKC Construction, Inc. P.O. Box 503 West Dundee, IL 60118	INSURER B: Service American Indemnity Company		39152
	INSURER C: Burlington Insurance Company		23620
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 040425

REVISION NUMBER: 1

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			S 2551301	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2551301	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S 2551301	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	SAMTWC100409	2/1/2025	2/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Umbrella Liab			820BE07418-02	2/1/2025	2/1/2026	5,000,000 Occ/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Village of Buffalo Grove, Various Street Segments Section #25-00000-01-GM - 2025 Crack Sealing Project.

Village of Buffalo Grove, and its elected and appointed officers, officials, employees, agents and volunteers, and Gewalt Hamilton Associates, Inc. and employees are Additional Insureds under General Liability and Automobile Liability as per written contract. Waiver of Subrogation applies to the Workers Compensation in favor of the Additional Insureds as per written contract. Umbrella Follows Form. SCG2010 0704, SCG2037 0704

CERTIFICATE HOLDER

CANCELLATION

Village of Buffalo Grove
1650 Leider Ln
Buffalo Grove, IL 60089

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

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — SCHEDULED PERSON OR ORGANIZATION

POLICY NUMBER: S 2551301

COMMERCIAL GENERAL LIABILITY
SCG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Village of Buffalo Grove, and its elected and appointed officers, officials, employees agents and volunteers	Village of Buffalo Grove, Various Street Segments Section #25-00000-01-GM - 2025 Crack Sealing Project
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS

POLICY NUMBER: S 2551301

COMMERCIAL GENERAL LIABILITY
SCG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Village of Buffalo Grove, and its elected and appointed officers, officials, employees agents and volunteers	Village of Buffalo Grove, Various Street Segments Section #25-00000-01-GM - 2025 Crack Sealing Project
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.