

Local Public Agency Formal Contract

7	
City	State Zip Code
Lake Zurich	IL 60047
County	Section Number
Lake	23-00000-10-GM
	Type of Funds
	MFT
Fo	r a Municipal Project
Submi	itted/Approved/Passed
Signature & Date	
May	5/18/2023
	Works
1	
Depa	rtment of Transportation
Concurrence in ap	proval of award
Regional Engineer Sig	gnature & Date
	County Lake Submi Signature & Date Official Title Director of Public

1 00	al Public Agency	Local St	reet/Ro	ad Name		County	Section Number
	al Public Agency lage of Buffalo Grove			et Segme	nts	Lake	23-00000-10-GM
VIII						etween the Villag	ie .
1.	THIS AGREEMENT, made and concluded	Da		Mo	nth and Year	Lo	ocal Public Agency Type
	of Buffalo Grove	, known as	the pa	rty of the fir	st part, and <u>Chic</u>	agoland Paving	
	Local Public Agency its successor, and assigns, known as the p	arty of the	second	part.		Cont	ractor
2.	For and in consideration of the payments a the party of the first part, and according to with said party of the first part, at its own p complete the work in accordance with the this contract.	and agreem the terms of roper cost plans and s	ents me express and exp specifica	entioned in ed in the Bo ense, to do ations herei	all the work, furn nafter described,	nish all materials ar and in full complia	nd all labor necessary to nce with all of the terms of
3.	It is also understood and agreed that the L	PA Formal	Contra	ct Proposal	, Special Provision	ons, Affidavit of Illin	ois Business Office,
	Apprenticeship or Training Program Certifi	cation, and	I Contra	ct Bond he	reto attached, an	d the Plans for Sec	Section Number
	in Village of Buffalo Grove Local Public Agency		d by the	e Illinois De	partment of Tran	sportation on <u>01/1</u>	1/23 are essential
	documents of this contract and are a part		4 4 _ 4 _ 5		n the data above	mentioned	
4.	IN WITNESS WHEREOF, the said parties	have exec	utea thi	s contract of Village		uffalo Grove	
	Attest:	1116	Local P	ublic Agency	Type		ocal Public Agency
2	Clerk Signature & Date				Party of the Firs	Part Signature & I	Date
	Spiel M. Brislian	۵.		Ву:	w	Bau	4/11/23
(SI	EAL, if required by the LPA)					(If a Corpora	ation)
-8				Ву		ffalo Grove	t Signature & Date
(SI	EAL, if required by the LPA)				Car Perate (L LG Name	If a Limited Liability	Corporation)
					Village	of Buffa	lo Greve
				D.	Manager or Au	thorized Member, P	arty of the Second Part
				Ву			
						(If a Partner	rship)
					Partner Signat	ure & Date	
۸+	test:						
-	ecretary Signature & Date				Partner Signat	ure & Date	
	Julio Huelman						
_	0						nder the firm name of
(S	EAL, if required by the LPA)				Party of the Se	econd Part	10
						(If an indiv	 idual)
					Party of the Se	cond Part Signatur	
					1		



Bond Number: 2543011

Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number			
Village of Buffalo Grove	Lake	Various Street Segments	23-00000-01-GM			
Bond information to be returned to Local Public Ag	gency at 51 Raupp Bl	vd, Buffalo Grove, IL 60089				
		Complete Address				
We, Chicagoland Paving, 225 Telser Rd, I	_ake Zurich, IL 6004 Contractor's Name	e and Address				
a/an Corporation organized und	er the laws of the State		NCIPAL, and			
West Bend Mutual Insurance Company,	1900 South 18th Av Surety Name and	enue, West Bend, WI 53095				
as SURETY, are held and firmly bound unto the al	GROSSINSSAN COSSAI DO MASA		n the penal sum of			
One Hundred Ninety-Eight Thousand and	d 00/100					
		be paid to said LPA, the payment o	of which we bind ourselves,			
successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.						
WHEREAS, THE CONDITION OF THE FOREGO with the LPA acting through its awarding authority and made a part hereof, as if written herein at leng accordance with the terms of said contract, and he machinery furnished to such Principal for the purpodamages to any person, firm, company or corpora any such labor, materials, apparatus, fixtures or merson, firm, company or corporation for the recovery NOW, THEREFORE, if the said Principal shall permoney due or to become due for any labor, material work, and shall commence and complete the work direct and indirect, that may be suffered or sustain work shall have been accepted, and shall hold the all respects fully and faithfully comply with all the potherwise it shall remain in full force and effect.	for the construction of wath, and whereby the sail as promised to pay all subset of performing such wition to whom any mone machinery so furnished a tery of any such money. If orm said work in accordials, apparatus, fixtures within the time prescribled on account of such with LPA and its awarding a provisions, conditions and	work on the above sections, which could Principal has promised and agree turns of money due for any labor, may work and has further agreed to pay a set and that suit may be maintained on the performantal that the set and the performantal that the set and the	ontract is hereby referred to d to perform said work in terials, apparatus, fixtures or all direct and indirect becontractor or otherwise for such bond by any such et, and shall pay all sums of ourpose of constructing such and discharge all damages, nee thereof and until the said such damages and shall in this obligation shall be void;			
IN TESTIMONY WHEREOF, the said PRINCIPAL	and the said SURETY	have caused this instrument to be si	gned by their respective			
agents this 10th Day Day Month and Year Day Day Month and Year						
-	PRINCIPA	A.I				
Company Name		Company Name				
Chicagoland Paving Contractors, Inc.						
Ву		Sy				
Signature & Date		Signature & Date				
0 0						
WK Sawe	4/11/03					
Attest	, ,	uttest				
Signature & Date		Signature & Date				
Sof lill	4/11/23					

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL	
COUNTY OF	
I, Julie Heiderna , a Notary Pub	lic in and for said county, do hereby certify that
Insert name of Individuals sign	- Brian Callero
Insert name of Individuals sign who is/are each personally known to me to be the same person(s) who of PRINCIPAL, appeared before me this day in person and acknowledge instrument freely and voluntarily for the uses and purposes therein set	se name(s) is/are subscribed to the foregoing instrument on behalf ged respectively, that he/she/they signed and delivered said forth.
Given under my hand and notarial seal this Day day of	Month, Year
	Notary Public Signature & Date
(SEAL OFFICIAL SEAL JULIE C HEIDERMAN NOTARY PUBLIC, STATE OF ILLINOIS	Julio Hulman 4/4/03
MY COMMISSION EXPIRES: 11/17/2026	Date commission expires
SURE	TY
Name of Surety	Title (Attorney-in-Fact)
West Bend Mutual Insurance Company	By: Paul F. Praxmarer
STATE OF IL	
COUNTY OF MCHENRY	
I, <u>David M. Abramson</u> , a Notary Pub	lic in and for said county, do hereby certify that
Paul F. Praxmarer	
Insert name of Individuals sig who is/are each personally known to me to be the same person(s) who of SURETY, appeared before me this day in person and acknowledged freely and voluntarily for the uses and purposes therein set forth.	se name(s) is/are subscribed to the foregoing instrument on behalf
Given under my hand and notarial seal this 10th Day	pril, 2023 Month, Year
~~~~~~	Notary Public Signature & Date
(SEAL) OFFICIAL SEAL DAVID M ABRAMSON NOTARY PUBLIC - STATE OF ILLII	I David m of
MY COMMISSION EXPIRES:05/06	Date commission expires 05/06/24
	
Approved this 21st day of February 2023 Month, Year	
Attest:	
Local Public Agency Clerk Signature & Date	Awarding Authority
0 2 m 0 2	Village of Buffalo Grove - President
Streets 14 C. School	Awarding Authority Signature & Date
Village Clerk	(B) 1. X 1.
Local Public Agency Type	John Lilly Lilly June





Bor	id N	0.	2543011
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POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PAUL F PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Christopher C. Zwygart

Secretary

State of Wisconsin County of Washington

Kevin A. Steiner

Chief Executive Officer/President

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington. State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton Senior Corporate Attorney Notary Public, Washington Co., WI My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 10th day of

Heather Dunn

Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

Description of Work 2023 Pavement Patching Project Village of Buffalo Grove

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

Street	From/To
Base Bid	
Area 01	
Country Lane	Stonegate Rd to Weidner Rd
Stonegate Court	North End to Stonegate Rd
Stonegate Road	Plum Grove Cir to Timberhill Rd
Terrace Place	Plum Grove Cir to Bernard Dr
Timber Hill Road	Lake Cook Rd to Bernard Dr
Whitehall Court	West End to Whitehall Dr
Whitehall Drive	Arlington Heights Rd to Timberhill Rd
Windsor Drive	Bernard Dr to Weidner Rd
Various Locations	
Area 02	
Bordeaux Court East	Brandywyn Ln to East End
Bordeaux Court West	West End to Brandywyn Ln
Lyon Court	West End to Brandywyn Ln
Lyon Drive	Brandywyn Ln to Lasalle Ln
Lasalle Court	East End to Lasalle Ln
Lasalle Lane	Brandywyn Ln to Buffalo Grove Rd
Alternate 01	
Area 03	
Asbury Drive	Busch Pkwy to Barclay Blvd
Barclay Boulevard	Aptakisic Rd to Deerfield Pkwy
Corporate Grove Drive	Asbury Dr to Barclay Blvd

The above street segments will include hot-mix asphalt surface patching, and other associated improvements at various locations selected by the Engineer.

TEL 847.478.9700 • FAX 847.478.9701 625 Forest Edge Drive . Vernon Hills, IL. 60061 ■ ASSOCIATES, INC.

VILLAGE OF BUFFALO GROVE, ILLINOIS **SECTION * 53-00000-01-GM** 2023 PAVEMENT PATCHING PROJECT

:3JR

SECTION TYPICAL

CHECKED BJ:

DRAWN BY:

DATE01/13/2023

רים

SLN

950.8674

GHA PROJECT #

SCALE

- 5. Quality Management Program (QMP) identifies the particular quality control specification that applies to the HMA mixture.
 - 3. For HMA full depth 'AC Type' see Special Provisions. 4. For use of recycled materials see Special Provisions.
- 1. The unit weight used to calculote all HMA Surface Mixlure quantities is 112 lb/sy/in.
 2. The 'AC Type' for Polymerized HMA mixes shall be 'SBS/SBR PG 76–22' and for non-polymerized HMA the 'AC Type' shall be 'PC 64–22' unless modified by District One Special non-polities.

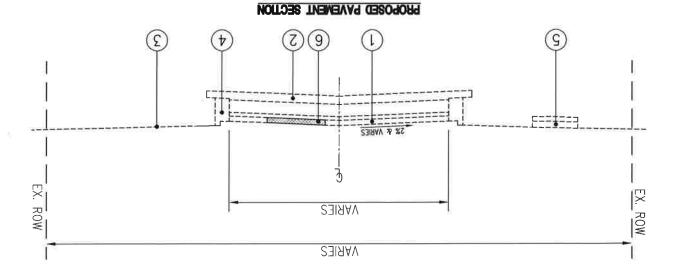
	(AQ\JQ) aan	QMP Designations: Quality Control/Quality Assura
	4% 0 20 CM	HMA Surface Course, Mix D, IL-9.5, N50 2"
		PATCHING
dWD	AR VOIDS 4 Ndes	AINTURE TYPE

HMA - MIXTURE REQUIREMENTS

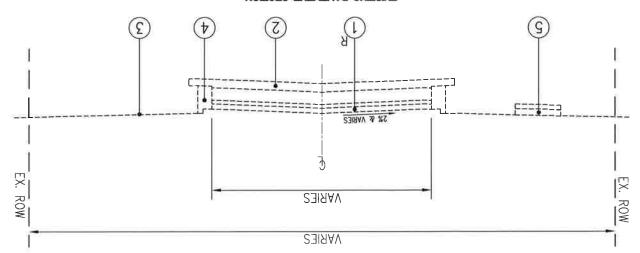
UJEN 10 BE KENONED ^g⊗ (payinbay so)

- PROPOSED CLASS D PATCHES, 2 INCH (9)
 - (3) EXIZING CONCRETE SIDEWALK
- (4) EXISTING COMBINATION CONCRETE CURB AND GUTTER, TYPE VARIES
 - (3) EXIZING CKONND
 - EXIZIING AGGREGATE BASE COURSE, VARIES (2)
 - (1) EXISTING BITUMINOUS PAVEMENT, VARIES
 - DESCRIPTION ON

TYPICAL SECTION LEGEND



EXISTING PAYEMENT SECTION



(SEE DESCRIPTION OF WORK) HMA PAVEMENT PATCHING

		SUMMARY OF QUANTITIES - BASE BID						Area 01	101
S	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Country Lane	Stonegate Court	Stonegate Road	Terrace Place	Timber Hill Road
	70102620	70102620 Traffic Control and Protection, Standard 701501	S	1.0					
٠	(6	Class D Patches, Type II, 2 Inch (Special)	SY	410.0	20.0	10.0	70.0	15.0	0.09
•	Ē.	Class D Patches, Type III, 2 Inch (Special)	SY	1,175.0	0.09	20.0	210.0	40.0	180.0
*	<u> </u>	Class D Patches, Type IV, 2 Inch (Special)	λS	6,040.0	315.0	100.0	1150.0	190.0	945.0

*Special Provision Required

		SUMMART OF QUANTILLES - BASE BIL	_						
Sp	ITEM NO	DESCRIPTION	TININ	QUANTITY	Whitehall Court	Whitehall Drive	Windsor Drive	Bordeaux Court East Bordeaux Court Wes	Bordeaux Court West
	70102620	0102620 Traffic Control and Protection, Standard 701501	ST	1.0					
•	*	Class D Patches, Type II, 2 Inch (Special)	λS	410.0	10.0	30.0	20.0	10.0	20.0
	3.00	Class D Patches, Type III, 2 Inch (Special)	λS	1,175.0	35.0	0.06	20.0	25.0	90.0
٠	(4)	Class D Patches, Type IV, 2 Inch (Special)	λS	6,040.0	175.0	460.0	270.0	135.0	265.0

* Special Provision Required

		SUMMARY OF QUANTITIES - BASE BID			Area 02	02			
S	ITEM NO	DESCRIPTION	UNIT	QUANTITY	Lyon Court	Lyon Drive	Lasalle Court	Lasalle Lane	Various Locations
	70102620	0102620 Traffic Control and Protection, Standard 701501	ST	1.0					
•	æ	Class D Patches, Type II, 2 Inch (Special)	SY	410.0	10.01	45.0	15.0	55.0	20.0
•	(: 4)S	Class D Patches, Type III, 2 Inch (Special)	SY	1,175.0	20.0	130.0	45.0	170.0	50.0
*		Class D Patches, Type IV, 2 Inch (Special)	SY	6,040.0	105.0	200.0	230.0	0.006	100.0

* Special Provision Required

SP ITEM NO DESCRIPTION UNIT QUANTITY Asbury Drive Bardiay Boulevard Corporate Grove Drive * 70102620 Traffic Control and Protection, Standard 701501 LS 1.0 80.0 100.0 80.0 * - Class D Patches, Type III, 2 Inch (Special) SY 805.0 270.0 300.0 300.0 235.0 * - Class D Patches, Type IV, 2 Inch (Special) SY 4,300.0 1450.0 1600.0 1600.0 1250.0			SUMMARY OF QUANTITIES - ALTERNATE 01	101			Area 03	
LS 1.0 90.0 100.0 SY 270.0 90.0 100.0 SY 805.0 270.0 300.0 SY 4,300.0 1450.0 1600.0	ß	ITEM NO	DESCRIPTION	TIND	QUANTITY	Asbury Drive	Barclay Boulevard	Corporate Grove Drive
Type II, 2 Inch (Special) SY 270.0 90.0 100.0 Type III, 2 Inch (Special) SY 805.0 270.0 300.0 Type IV, 2 Inch (Special) SY 4,300.0 1450.0 1600.0		70102620	Traffic Control and Protection, Standard 701501	ST	1.0			
Type III, 2 Inch (Special) SY 805.0 270.0 300.0 Type IV, 2 Inch (Special) SY 4,300.0 1450.0 1600.0	*	34		λS	270.0	0.06	100.0	80.0
Type IV, 2 Inch (Special) SY 4,300.0 1450.0 1600.0	*	{(●);		λS	805.0	270.0		235.0
	*	٠		λS	4,300.0	1450.0	1600.0	1250.0

* Special Provision Required



Check Sheet for Recurring Special Provisions

23-00000-01-GM
_

☐ Check this box for lettings prior to 01/01/2023.

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

Recurring Special Provisions

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Local Public Agency	County	Section Number	
Village of Buffalo Grove	Cook	23-00000-01-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

147 148 149 150 151
149 150 151
150 151
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Special Provisions



Local Public Agency	County	Section Number				
Village of Buffalo Grove	Cook	23-00000-01-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.						
2023 Pavement Patching Project						
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- 6. Notice to Bidders
- 7. Village Contractor Registration
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Special Provisions

1. Class D Patches

IDOT District One - Special Provisions

- 1. Friction Aggregate (D-1)
- 2. Ground Tire Rubber (GTR) Modified Asphalt Binder (D-1)
- 3. Hot-Mix Asphalt (D-1)
- 4. Hot-Mix Asphalt Binder and Surface Course(D-1)
- 5. Hot-Mix Asphalt Mixture Design Verification and Production (D-1)

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.

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 2023 Pavement Patching 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

- a. Go to www.vbg.org/bids
- b. Select on the project description, '2023 Pavement Patching Project' and click the large red button at the top

SUBMIT BID

- 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 (6 Pages)
 - ii. Schedule of Prices (2 Pages)
 - 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 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://bit.ly/3GoHWK1

Meeting ID: 224 613 859 935

Passcode: 2AYshG

7. Village Contractor Registration

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, June 5, 2023. 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 ten (10) working days from the actual date the Contractor begins work to complete this project. An additional five (5) working days will be allowed if the Village awards the Alternate. All work shall be completed, regardless of the actual start date by **Friday**, **June 23**, **2023**, 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, February 20, 2023.

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. 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.

12. 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 administrating the Traffic Control and Protection on the Contract

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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.

13. 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.

14. Status of Utilities (D-1)

Effective: June 1, 2016 Revised: January 1, 2020

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

UTILITIES TO BE ADJUSTED

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The responsible agency must relocate, or complete new installations as noted below; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

No conflicts to be resolved.

UTILITIES TO BE WATCHED AND PROTECTED

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to

construct the proposed improvement. In some instances, the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owner's part can be secured.

No facilities requiring extra consideration.

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency/Company Responsible to Resolve Conflict	Name of Contact	Phone	E-mail address	
AT&T Distribution	Janet Ahern	(630) 573-6414	Ja1763@att.com Hg2929@att.com	
	Hector Garcia	(630) 573-5465		
Comcast	Reena Thomas	(224) 229-5862	Reena_Thomas@comcast.com	
ComEd	Terri Bleck		Terri.bleck@comed.com	
Nicor Gas	Charles Parrott	(630) 388-3319	gasmaps@aglresources.com	

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be considered in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided above for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation duration must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor and the utility companies when necessary. The Department's contractor is responsible for contacting J.U.L.I.E. prior to all excavation work.

15. Protection of Mailboxes

The Contractor shall take all necessary precautions when working near mailboxes within or adjacent to the project limits. If at the Contractors 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.

16. Saw Cutting

The Contractor shall be required to perform a perpendicularly straight joint by full-depth machine sawing of all proposed items to be removed prior to removal operations to prevent damage or spalling to existing hardscape to remain. Simple or partial depth scoring shall not be permitted. Saw cut locations may or may not be shown on the plans, however, shall be required in the field. All sawcut slurry, regardless of the amount, shall be promptly removed to prevent tracking. Any slurry tracked or left on surfaces to remain shall be thoroughly cleaned or replaced, at the direction of the Village or Engineer, by the Contractor at no additional cost to the Village.

The Contractor shall replace, at no additional cost to the Village, any hardscape, outside of the limit of improvements, damaged by the Contractor's operations due to neglect, misconduct, or poor workmanship.

17. 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.

18. 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.

19. Refuse Pick Up Schedule

There will be no placement of hot-mix asphalt 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.

20. 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
TC-10 Traffic Control and Protection for Side Roads, Intersections and Driveways

Special Provisions

Dist 1 - Maintenance of Roadways LRS 3 - Work Zone Traffic Control Surveillance LRS 4 - Flaggers in Work Zones BDE - Work Zone Traffic Control Devices

21. 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.

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
 - 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.
- 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 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. 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 <u>tsianis@vbg.org</u> (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.

35. 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.

36. 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).

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- 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.

37. 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. Class D Patches

This work shall include all labor, material, and equipment necessary to complete the removal and replacement of hot-mix asphalt pavement, of the type and depth specified, where marked by the Engineer in accordance with Section 442 of the Standard Specifications and as specified herein.

The exact location and dimension of the patches will be determined by the Engineer in the field.

If petromat or any other pavement fabric is encountered during the asphalt pavement removal process, no additional compensation will be considered to dispose of this material off-site or any other additional labor that is required to complete the work specified herein.

These pavement patches shall be considered 'finish' or 'surface' patches and the final replacement material and depth shall be in accordance with the Hot-Mix Asphalt Mixture Requirements table as described herein and Section 1030 of the Standard Specifications.

Finish patches shall either be flush or a maximum of ½" above the existing adjacent pavement. If the final patch is greater than ½" above or below the existing adjacent pavement, the Contractor will be required to remove and replace the patch at no additional cost to the contract.

Hot Mix Asphalt Construction

- 1. Tack coat all longitudinal joints (hot and cold) and curb faces.
- 2. Pneumatic tired roller is required on all lifts, all mixes, except surface courses.
- 3. Auger extensions are required on all lifts, all mixes.
- 4. Reverse augers must be installed properly.
- Roll (compact) the confined and curb line longitudinal joint by overlapping by 6" from the hot to cold side of mat and / or curbing.
- 6. Paving of the full roadway width shall be completed at the end of each day. Longitudinal joints shall be closed daily and within one truck load of HMA to prevent cold joints. Any violation shall require saw cutting edge back 3" to expose straight edge, shall be tack coated twice, and will be straight and uniform.
- Asphalt along the curb line shall be compacted such that the asphalt is ¼" above the flag of gutter.
- 8. Temporary ramps, regardless of material, shall be removed prior to placement of the next pavement course.

This work will be measured in place and paid for at the contract unit price per (SY) for CLASS D PATCHES, of the type and depth specified, (SPECIAL), which price shall include all labor, material, and equipment required to complete the work as specified herein.

IDOT District One - Special Provisions

1. Friction Aggregate (D-1)

Effective: January 1, 2011 Revised: December 1, 2021

Revise Article 1004.03(a) of the Standard Specifications to read:

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination 5/:
		Gravel
		Crushed Gravel
		Carbonate Crushed Stone
		Crystalline Crushed Stone
		Crushed Sandstone
		Crushed Slag (ACBF)
		Crushed Steel Slag
		Crushed Concrete
HMA	Stabilized Subbase	Allowed Alone or in Combination 5/:
Low ESAL	or Shoulders	Gravel
		Crushed Gravel
		Carbonate Crushed Stone
		Crystalline Crushed Stone
		Crushed Sandstone
		Crushed Slag (ACBF)
		Crushed Steel Slag ^{1/}
		Crushed Concrete
HMA	Binder	Allowed Alone or in Combination 5/6/;
High ESAL	IL-19.0	Crushed Gravel
Low ESAL	or IL-19.0L	Carbonate Crushed Stone ^{2/}
LOW LOVE	0112 10102	Crystalline Crushed Stone
	SMA Binder	Crushed Sandstone
	Sitta (Billios)	Crushed Slag (ACBF)
		Crushed Concrete ^{3/}
HMA	C Surface and Binder	Allowed Alone or in Combination 5/:
High ESAL	IL-9.5	Crushed Gravel
Low ESAL	IL-9.5FG	Carbonate Crushed Stone ^{2/}
LOW LOVE	or IL-9.5L	Crystalline Crushed Stone
	0.12 0.02	Crushed Sandstone
		Crushed Slag (ACBF)
		Crushed Steel Slag ^{4/}
		Crushed Concrete ³ /
HMA	D Surface and Binder	Allowed Alone or in Combination 5/:
High ESAL	IL-9.5	Crushed Gravel
Ingli LOAL	or IL-9.5FG	Carbonate Crushed Stone (other than Limestone) ^{2/}
	37 12 0.01 3	Crystalline Crushed Stone
		Crushed Sandstone
		Crushed Slag (ACBF)
		Crushed Steel Slag ^{4/}
		Ordened electrology

Use	Mixture	Aggregates Allowed		
		Other Combinations Allowed:		
		Up to	With	
		25% Limestone	Dolomite	
		50% Limestone	Any Mixture D aggregate other than Dolomite	
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone	
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	Allowed Alone or in Cor Crushed Gravel Crystalline Crushed Sto Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag		
		Other Combinations All	lowed:	
		V-		
		Up to 50% Dolomite ^{2/}	With Any Mixture E aggregate	
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone	
		75% Crushed Gravel ^{2/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag	
НМА	F Surface	Allowed Alone or in Co	mbination 5/6/:	
High ESAL	IL-9.5 SMA Ndesign 80 Surface	Crystalline Crushed Sto Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	one	
		Other Combinations Al	lowed:	
		Up to 50% Crushed Gravel ^{2/} or Dolomite ^{2/}	With Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone	

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

2. Ground Tire Rubber (GTR) Modified Asphalt Binder (D-1)

Effective: June 26, 2006 Revised: December 1, 2021 Add the following to the end of article 1032.05 of the Standard Specifications:

"(c) Ground Tire Rubber (GTR) Modified Asphalt Binder. A quantity of 10.0 to 14.0 percent GTR (Note 1) shall be blended by dry unit weight with a PG 64-28 to make a GTR 70-28 or a PG 58-28 to make a GTR 64-28. The base PG 64-28 and PG 58-28 asphalt binders shall meet the requirements of Article 1032.05(a). Compatible polymers may be added during production. The GTR modified asphalt binder shall meet the requirements of the following table.

Test	Asphalt Grade GTR 70-28	Asphalt Grade GTR 64-28
Flash Point (C.O.C.), AASHTO T 48, °F (°C), min.	450 (232)	450 (232)
Rotational Viscosity, AASHTO T 316 @ 275 °F (135 °C), Poises, Pa·s, max.	30 (3)	30 (3)
Softening Point, AASHTO T 53, °F (°C), min.	135 (57)	130 (54)
Elastic Recovery, ASTM D 6084, Procedure A (sieve waived) @ 77 °F, (25 °C), aged, ss, 100 mm elongation, 5 cm/min., cut immediately, %, min.	65	65

Note 1. GTR shall be produced from processing automobile and/or light truck tires by the ambient grinding method. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall contain no free metal particles or other materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois modified AASHTO T 27, a 50 g sample of the GTR shall conform to the following gradation requirements:

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 μm)	95 ± 5
No. 50 (300 μm)	> 20

Add the following to the end of Note 1. of article 1030.03 of the Standard Specifications:

"A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of \pm 0.40 percent."

3. Hot-Mix Asphalt (D-1)

Effective: January 1, 2022 Revised: August 1, 2022

Replace Article 1030.09(g)(1) of the Standard Specifications with the following:

"(1) The Contractor shall sample approximately 150 lb (70 kg) of mix as required for the Department's random mixture verification tests according to Article 1030.09(h)(1)."

Replace the second sentence of Article 1030.09(h)(1) of the Standard Specifications with the following:

"The Engineer will randomly identify one sample for each 3,000 tons (2,720 metric tons) of mix, with a minimum of one sample per mix. If the remaining mix quantity is 600 tons (544 metric tons) or less, the quantity will be combined with the previous 3,000 tons (2,720 metric tons) in the Engineer's random sample identification. If the required tonnage of a mixture for a single pay item is less than 250 tons (225 metric tons) in total, the Engineer will waive mixture verification tests."

Add the following to the end of the third paragraph of Article 1030.09(h)(2) of the Standard Specifications:

"The HMA maximum theoretical specific gravity (G_{mm}) will be based on the Department mixture verification test. If there is more than one Department mixture verification G_{mm} test, the G_{mm} will be based on the average of the Department test results."

4. Hot-Mix Asphalt Binder and Surface Course (D-1)

Effective: November 1, 2019 Revised: December 1, 2021

Revise Article 1004.03(c) to read:

"(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.	
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20	
Class A-1	1/2 in. (13 mm) Seal	CA 15	
Class A-2 & A-3	Cover Coat	CA 14	
	IL-19.0; Stabilized Subbase IL-19.0	CA 11 ^{1/}	
	SMA 12.5 ^{2/}	CA 134, CA 14, or CA 16	
HMA High ESAL	SMA 9.5 ^{2/}	CA 13 ^{3/4/} or CA 16 ^{3/}	
	IL-9.5	CA 16, CM 134/	
	IL-9.5FG	CA 16	
	IL-19.0L	CA 11 ^{1/}	
HMA Low ESAL	IL-9.5L	CA 16	

- 1/ CA 16 or CA 13 may be blended with the CA 11.
- 2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.
- 3/ The specified coarse aggregate gradations may be blended.
- 4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve."

Revise Article 1004.03(e) of the Supplemental Specifications to read:

"(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent."

Revise the "High ESAL" portion of the table in Article 1030.01 to read:

"High ESAL	I Rinder College	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
J		Stabilized Subbase IL-19.0

Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5"
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Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

"Item Article/Section

1032

(g)Performance Graded Asphalt Binder (Note 6)

(h) Fibers (Note 2)

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 6. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein.."

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

Sieve	IL-19	9.0 mm	SMA	12.5	SM	A 9.5	IL-9.	5mm	IL-	9.5FG	IL-4	.75 mm
Size	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 ⁶	90	100
#8 (2.36 mm)	20	42	16	24 4/	16	324	34 ^{5/}	52 ^{2/}	45	60≅	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 μm)			12	16	12	18			15	30		
#50 (300 μm)	6	15					4	15	8	15	15	30
#100 (150 μm)	4	9					3	10	6	10	10	18
#200 (75 μm)	3.0	6.0	7.0	9.0 3/	7.5	9.5 3/	4.0	6.0	4.0	6.5	7.0	9.0 3
#635 (20 μm)			≤ 3.0)	≤ 3.0							

Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0	
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- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.
- 6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing."

Revise Article 1030.05(b) of the Standard Specifications to read:

(b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

Mix Design	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign									
	30	50	70	80	90					
IL-19.0		13.5	13.5		13.5					
IL-9.5		15.0	15.0							
IL-9.5FG		15.0	15.0							
IL-4.75 ¹ /		18.5								
SMA-12.51/2/5/				17.03//16.04/						
SMA-9.51/2/5/				17.03//16.04/						
IL-19.0L	13.5									
IL-9.5L	15.0									

- 1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.
- 2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.
- 3/ Applies when specific gravity of coarse aggregate is \geq 2.760.
- 4/ Applies when specific gravity of coarse aggregate is < 2.760.</p>
- 5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone"

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

"IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steal slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours."

Add after third sentence of Article 1030.09(b) to read:

" If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure."

Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL- 19.0 ^{1/}	V _D , Р , Т _В , 3W, От, Ов	V_S , T_B , T_F , O_T	As specified in Section 1030
IL-4.75 and SMA 3/4/	T _B , 3W, O _T	T _F , 3W	As specified in Section 1030
Mixtures on Bridge Decks ^{2/}	Тв	T_F	As specified in Articles 582.05 and 582.06.

[&]quot;4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T_B), and/or three-wheel (3W) rollers for breakdown, except one of the (T_B) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T_B) or (3W) rollers can be substituted for an oscillatory roller (T_B). The rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T_B rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T_B rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver."

Add the following after the fourth paragraph of Article 406.13 (b):

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's Gmb."

Revise first paragraph of Article 1030.10 of the Standard Specifications to read:

"A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures". At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results."

Revise third paragraph of Article 1030.10 of the Standard Specifications to read:

"When a test strip is constructed, the Contractor shall collect and split the mixture according to the document "Hot-Mix Asphalt Test Strip Procedures". The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document "Hot-Mix Asphalt Mixture Design Verification Procedure" Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production."

5. Hot-Mix Asphalt - Mixture Design Verification and Production (D-1)

Effective: January 1, 2019 Revised: December 1, 2021

Add to Article 1030.05 (d)(3) of the Standard Specifications to read:

" During mixture design, prepared samples shall be submitted to the District laboratory by the Contractor for verification testing. The required testing, and number and size of prepared samples submitted, shall be according to the following tables.

High ESAL - Required Samples for Verification Testing

Mixture	Hamburg Wheel and I-FIT Testing 1/2/
Binder	total of 3 - 160 mm tall bricks
Surface	total of 4 - 160 mm tall bricks

Low ESAL – Required Samples for Verification Testing			
Mixture I-FIT Testing 1/2/			
Binder	1 - 160 mm tall brick		
Surface 2 - 160 mm tall bricks			

- 1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be 7.5 ± 0.5 percent air voids.
- 2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

Revise the fourth paragraph of Article 1030.10 of the Standard Specifications to read:

"When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above."

Add the following to the end of Article 1030.10 of the Standard Specifications to read:

"Mixture sampled during first day of production shall include approximately 60 lb (27 kg) of additional material for the Department to conduct Hamburg wheel testing and approximately 80 lb (36 kg) of additional material for the Department to conduct I-FIT testing. Within two working days after sampling, the Contractor shall deliver prepared samples to the District laboratory for verification testing. The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above."

BDE SPECIAL PROVISIONS For the January 20, 2023 and March 10, 2023 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).

Fil	e Name	#		Special Provision Title	Effective	Revised
-	80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2		Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3		Automated Flagger Assistance Device	Jan. 1, 2008	
	80173	4		Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
		5		Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80436	6		Blended Finely Divided Minerals	April 1, 2021	
*	80241	7		Bridge Demolition Debris	July 1, 2009	
*	50531	8		Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	9		Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80384	10	\checkmark	Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11		Completion Date (via calendar days)	April 1, 2008	
*	80199	12		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80261	13	\checkmark	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	14		Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029	15		Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	16		Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80447	17		Grading and Shaping Ditches	Jan. 1, 2023	
	80433	18		Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443	19		High Tension Cable Median Barrier Removal	April 1, 2022	
	80446	20		Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	
	80438	21		Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80045			Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80441	23		Performance Graded Asphalt Binder	Jan. 1, 2023	
*	3426I	24		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80445			Seeding	Nov. 1, 2022	
	80340	26		Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	27		Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397			Subcontractor and DBE Payment Reporting	April 2, 2018	
		29	\checkmark	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437			Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
	80435			Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410	32		Traffic Spotters	Jan. 1, 2019	
*	20338	33		Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	34		Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	35		Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80440	36		Waterproofing Membrane System	Nov. 1, 2021	
		37		Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80427	38	\checkmark	Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	39		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 have been deleted from use.

File Name	Special Provision Title	<u>Effective</u>	<u>Revised</u>
50481	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010

The following special provisions are in the 2023 Supplemental Specifications and Recurring Special Provisions.

File Name	Special Provision Title	New Location(s)	Effective	Revised
80293	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	Articles 540.04 & 540.06	April 1, 2012	July 1, 2016
80311	Concrete End Sections for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	April 1, 2016
80422	High Tension Cable Median Barrier	Articles 644.02, 644.05, 782.01, 782.04, 782.07 & 1097.02	Jan. 1, 2020	Jan. 1, 2022
80442	Hot-Mix Asphalt	Articles 1030.09 & 1030.10	Jan. 1, 2022	Aug. 1, 2022
80444	Hot-Mix Asphalt – Patching	Errata – Article 442.08(b)	April 1, 2022	
80411	Luminaires, LED	Articles 801.05(a), 821.02(d), 821.03, 821.08 & 1067.01-1067.06	April 1, 2019	Jan. 1, 2022
80418	Mechanically Stabilized Earth Retaining Walls	Articles 1003.07 & 1004.06	Nov. 1, 2019	Nov. 1, 2020
80430	Portland Cement Concrete - Haul Time	Article 1020.11(a)(7)	July 1, 2020	
80395	Sloped Metal End Section for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2018	
80318	Traversable Pipe Grate for Concrete End Sections	Articles 540.04, 540.07, 540.08 & 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	Jan. 1, 2018

BDE SPECIAL PROVISIONS For the January 15 and March 5, 2021 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 BD&E. An * indicates a new or revised special provision for the letting.

Fil	e Name	#		Special Provision Title	Effective	Revised
-	80099			Accessible Pedestrian Signals (APS)	April 1, 2003	April 1, 2020
	80274		Ħ	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
	80192		Ħ	Automated Flagger Assistance Device	Jan. 1, 2008	
	80173		Ħ	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426		Ħ	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	J ,
	80241	6	Ħ	Bridge Demolition Debris	July 1, 2009	
	50261	7	Ħ	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50481	8	Ħ	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50491	9	Ħ	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	50531	10	Ħ	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
* -		11		Cape Seal	Jan. 1, 2020	Jan. 1, 2021
		12		Compensable Delay Costs	June 2, 2017	April 1, 2019
	80198	13	F	Completion Date (via calendar days)	April 1, 2008	
	80199		Ħ	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80293			Concrete Box Culverts with Skews > 30 Degrees and	April 1, 2012	July 1, 2016
	00200			Design Fills ≤ 5 Feet		•
	80311	16		Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
	80261	17		Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
		18		Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	
*		19		Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
	80029			Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
	80402			Disposal Fees	Nov. 1, 2018	
	80378		П	Dowel Bar Inserter	Jan. 1, 2017	Jan. 1, 2018
	80421	23		Electric Service Installation	Jan. 1, 2020	
	80415	24		Emulsified Asphalts	Aug. 1, 2019	
	80423			Engineer's Field Office and Laboratory	Jan. 1, 2020	
	80229	26		Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80417	27		Geotechnical Fabric for Pipe Underdrains and French Drains	Nov. 1, 2019	
	80420	28		Geotextile Retaining Walls	Nov. 1, 2019	
*	80433	29		Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	
	80304	30		Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2020
	80422	31		High Tension Cable Median Barrier	Jan. 1, 2020	Nov. 1, 2020
		32		Hot-Mix Asphalt – Binder and Surface Course	July 2, 2019	Nov. 1, 2019
	80398			Hot-Mix Asphalt – Longitudinal Joint Sealant	Aug. 1, 2018	Nov. 1, 2019
	80406	34		Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT)	Jan. 1, 2019	Jan. 1, 2021
	80347	35		Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	July 2, 2019
	80383	36		Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	July 2, 2019
	80411		Ħ	Luminaires, LED	April 1, 2019	
	80393		Ē	Manholes, Valve Vaults, and Flat Slab Tops	Jan. 1, 2018	March 1, 2019
	80045			Material Transfer Device	June 15, 1999	Aug. 1, 2014
	80418	40		Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
*		41		Micro-Surfacing and Slurry Sealing	Jan. 1, 2020	Jan. 1, 2021
	80428	42		Mobilization	April 1, 2020	
	80412			Obstruction Warning Luminaires, LED	Aug. 1, 2019	
	80430	44		Portland Cement Concrete – Haul Time	July 1, 2020	
	80359	45		Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Nov. 1, 2019
	80431	46		Portland Cement Concrete Pavement Patching	July 1, 2020	

*	80432 80300 34261 80157 80306	47 48 49 50 51	Portland Cement Concrete Pavement Placement Preformed Plastic Pavement Marking Type D - Inlaid Railroad Protective Liability Insurance Railroad Protective Liability Insurance (5 and 10) Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	July 1, 2020 April 1, 2012 Dec. 1, 1986 Jan. 1, 2006 Nov. 1, 2012	April 1, 2016 Jan. 1, 2006 Jan. 1, 2021
	80407 80419 80395 80340 80127 80408 80413 80397 80391	52 53 54 55 56 57 58 59 60	Removal and Disposal of Regulated Substances Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric Sloped Metal End Section for Pipe Culverts Speed Display Trailer Steel Cost Adjustment Steel Plate Beam Guardrail Manufacturing Structural Timber Subcontractor and DBE Payment Reporting Subcontractor Mobilization Payments	Jan. 1, 2018 April 2, 2014 April 2, 2004 Jan. 1, 2019 Aug. 1, 2019 April 2, 2018 Nov. 2, 2017	Jan. 1, 2020 April 1, 2020 Jan. 1, 2017 Aug. 1, 2017 April 1, 2019
•	80435 80298 80409 80410 20338 80318 80429 80288 80302 80414 80427 80071	61 62 63 64 65 66 67 68 69 70 71 72	Surface Testing of Pavements – IRI Temporary Pavement Marking Traffic Control Devices - Cones Traffic Spotters Training Special Provisions Traversable Pipe Grate for Concrete End Sections Ultra-Thin Bonded Wearing Course Warm Mix Asphalt Weekly DBE Trucking Reports Wood Fence Sight Screen Work Zone Traffic Control Devices Working Days	Jan. 1, 2021 April 1, 2012 Jan. 1, 2019 Jan. 1, 2019 Oct. 15, 1975 Jan. 1, 2013 April 1, 2020 Jan. 1, 2012 June 2, 2012 Aug. 1, 2019 Mar. 2, 2020 Jan. 1, 2002	April 1, 2017 Jan. 1, 2018 April 1, 2016 April 2, 2015 April 1, 2020

The following special provisions are in the 2021 Supplemental Specifications and Recurring Special Provisions.

File Name	Special Provision Title	New Location(s)	Effective	Revised
80277	Concrete Mix Design – Department Provided	Check Sheet #37	Jan. 1, 2012	April 1, 2016
80405	Elastomeric Bearings	Article 1083.01	Jan. 1, 2019	
80388	Equipment Parking and Storage	Article 701.11	Nov. 1, 2017	
80165	Moisture Cured Urethane Paint System	Article 1008.06	Nov. 1, 2006	
80349	Pavement Marking Blackout Tape	Articles 701.04, 701.19(f),	Nov. 1, 2014	April 1, 2016
		701.20(j) and 1095.06		
80371	Pavement Marking Removal	Articles 783.02-783.04, 783.06 and 1101.13	July 1, 2016	
80389	Portland Cement Concrete	Article 1020.04 Table 1 and Note 4	Nov. 1, 2017	
80403	Traffic Barrier Terminal, Type 1 Special	Articles 631.04 and 631.12	Nov. 1, 2018	

The following special provisions have been deleted from use.

File Name	Special Provision Title	<u>Effective</u>	<u>Revised</u>
80317	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	Aug. 1, 2019

The following special provisions require additional information from the designer. The additional information needs to be submitted as a separate document. The Project Coordination and Implementation section will then include the information in the applicable special provision.

- Bridge Demolition Debris
- Building Removal Case I
- Building Removal Case II
- Building Removal Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation

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

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
	One Project Manager,
Over \$50,000,000	Two Project Superintendents,
Over \$50,000,000	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."

80384

CONSTRUCTION AIR QUALITY - DIESEL RETROFIT (BDE)

Effective: June 1, 2010 Revised: November 1, 2014

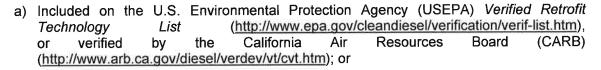
The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the 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 using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 17	600-749	2002
	750 and up	2006
June 1, 2011 2/	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 2/	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

^{1/} Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

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



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

^{2/} Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

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.

80261

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%"

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports1106.02"

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 manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

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 manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

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-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, 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 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-16 compliant is available, an NCHRP 350 or MASH-2009 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.
- (I) 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."

Cook County Prevailing Wage Rates posted on 12/1/2022

		Type					Ove	rtime					Trng	
Trade Title	Rg		С	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac		Other Ins
ASBESTOS ABT-GEN	All	ALL		47,40	48.40	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		39.60	42.77	1,5	1.5	2.0	2.0	14.77	13.59	0.00	0.86	
BOILERMAKER	All	BLD	Ī	53,66	58.48	2.0	2.0	2.0	2.0	6,97	23.69	0.00	2.67	
BRICK MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12,10	21.56	0.00	1.10	
CARPENTER	All	ALL	Г	52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
CEMENT MASON	All	ALL		49,75	51.75	2.0	1.5	2.0	2.0	17,08	20.74	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		44.18	44.18	1.5	1.5	2.0	2.0	12.25	14.77	0.00	1.00	
CERAMIC TILE LAYER	All	BLD	Ī	51.44	55,44	1.5	1.5	2.0	2.0	12.25	18.48	0.00	1.08	
COMMUNICATION ELECTRICIAN	All	BLD		47.16	50.46	1.5	1.5	2.0	2.0	12.70	14.10	1.25	1.57	0.50
ELECTRIC PWR EQMT OP	All	ALL		58.25	63.91	1.5	1.5	2.0	2.0	13,08	19.67	0.00	3.19	
ELECTRIC PWR GRNDMAN	All	ALL	Г	45.44	63.91	1.5	1.5	2.0	2.0	10.20	15.34	0.00	2.49	
ELECTRIC PWR LINEMAN	All	ALL		58.25	63.91	1.5	1.5	2.0	2.0	13.08	19.67	0.00	3,19	
ELECTRICIAN	All	ALL	Ī	52.05	55.69	1.5	1.5	2.0	2.0	17.65	18.30	1,25	1.92	1.50
ELEVATOR CONSTRUCTOR	All	BLD		62.47	70.28	2.0	2.0	2.0	2.0	16.03	20.21	5.00	0.65	
FENCE ERECTOR	All	ALL		46.89	48.89	1.5	1.5	2.0	2.0	13.68	17.42	0.00	0.75	
GLAZIER	All	BLD	Г	48.75	50.25	1.5	2.0	2.0	2.0	15.19	24.43	0.00	1.70	
HEAT/FROST INSULATOR	All	BLD	Ī	52.80	55.97	1.5	1.5	2.0	2.0	14.77	16.76	0.00	0.86	
IRON WORKER	All	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
LABORER	All	ALL	Т	47.40	48.15	1,5	1,5	2.0	2.0	17.05	15.21	0.00	0.90	
LATHER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
MACHINIST	All	BLD	Г	53.18	57.18	1.5	1.5	2.0	2.0	9,93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		38.00	51.41	1.5	1.5	2.0	2.0	12.10	19.60	0.00	0.60	
MARBLE SETTER	All	BLD		48.96	53.86	1.5	1.5	2.0	2.0	12.10	21.03	0.00	0.78	
MATERIAL TESTER I	All	ALL		37.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MATERIALS TESTER II	All	ALL	Т	42.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MILLWRIGHT	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
OPERATING ENGINEER	All	BLD	1	55.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	2	53.80	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	3	51.25	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	

OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	BLD	7	58.10	59.10	2,0	2.0	2.0	2.0	22.15	19.30	2.00	2,55
OPERATING ENGINEER	All	FLT	1	61.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	2	59.60	61.10	1,5	1.5	2.0	2.0	21,40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	3	58.10	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	4	53.60	61,10	1,5	1,5	2.0	2.0	21,40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	5	62.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	6	41.00	61.10	1,5	1.5	2.0	2.0	21,40	18.60	2.00	2.40
OPERATING ENGINEER	All	HWY	1	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2,0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22,15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1,5	2.0	2.0	22.15	19,30	2.00	2,55
ORNAMENTAL IRON WORKER	All	ALL	П	53.32	55.82	2.0	2.0	2.0	2.0	14.23	25.00	0.00	1.75
PAINTER	All	ALL	П	50.30	56.59	1.5	1,5	1.5	2.0	14.26	14.99	0.00	1.72
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00
PILEDRIVER	All	ALL	П	52.01	54.01	1.5	1.5	2.0	2.0	11,79	24.76	1.50	0.80
PIPEFITTER	All	BLD		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22,85	0.00	2.92
PLASTERER	All	BLD	П	47,75	50.62	1.5	1.5	2.0	2.0	17.08	19.18	0.00	1.00
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58
ROOFER	All	BLD		48.00	53.00	1.5	1.5	2.0	2.0	11.83	15.26	0.00	0.99
SHEETMETAL WORKER	All	BLD		49.10	53.03	1.5	1.5	2.0	2.0	13.53	28.20	0.00	1.00
SIGN HANGER	All	BLD		34.72	37.50	1.5	1.5	2.0	2.0	6.85	4.50	0.00	0.00
SPRINKLER FITTER	All	BLD	П	53.25	56.00	1.5	1.5	2.0	2.0	14.20	18.60	0.00	0.75
STEEL ERECTOR	All	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49
STONE MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1,10
TERRAZZO FINISHER	All	BLD		45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03
TERRAZZO MECHANIC	All	BLD		49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10
TRAFFIC SAFETY WORKER II	ALL	HWY	П	40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10
TRUCK DRIVER	E	ALL	1	39.95	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15
TRUCK DRIVER	Е	ALL	2	40.20	40.60	1.5	1.5	2.0	2,0	12.30	15.24	0.00	0.15
TRUCK DRIVER	E	ALL	3	40.40	40.60	1.5	1.5	2.0	2.0	12.30	15.24	0.00	0.15
TRUCK DRIVER	Ε	ALL	4	40.60	40.60	1.5	1,5	2.0	2.0	12.30	15.24	0.00	0,15

TRUCK DRIVER	W	ALL	1	40.63	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15
TRUCK DRIVER	W	ALL	2	40.78	41.18	1.5	1.5	2.0	2,0	10.70	14.71	0.00	0.15
TRUCK DRIVER	w	ALL	3	40.98	41.18	1.5	1.5	2.0	2.0	10.70	14.71	0.00	0.15
TRUCK DRIVER	W	ALL	4	41.18	41,18	1.5	1,5	2,0	2.0	10.70	14.71	0.00	0.15
TUCKPOINTER	All	BLD		49.53	50.53	1.5	1,5	2.0	2.0	9.04	21.06	0.00	1.07

Legend

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trna Trainina

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

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

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

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

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

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

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

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

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

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

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

Lake County Prevailing Wage Rates posted on 12/1/2022

	Overtime													
Trade Title	Rg	Type	С	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins
ASBESTOS ABT-GEN	All	ALL		47,40	48,40	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD	Т	39.60	42.77	1.5	1.5	2.0	2.0	14.77	13,59	0.00	0.86	
BOILERMAKER	All	BLD		53.66	58.48	2.0	2.0	2.0	2.0	6.97	23.69	0.00	2.67	
BRICK MASON	All	BLD		49.81	54,79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1,10	
CARPENTER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
CEMENT MASON	All	ALL		48,00	50.00	2.0	1.5	2.0	2.0	11,65	28.36	0,00	0.55	
CERAMIC TILE FINISHER	All	BLD		44.18	44.18	1.5	1.5	2.0	2.0	12.25	14.77	0.00	1,00	
CERAMIC TILE LAYER	All	BLD		51.44	55,44	1.5	1.5	2.0	2.0	12.25	18.48	0.00	1.08	
COMMUNICATION TECHNICIAN	All	BLD		41.20	44.00	1,5	1.5	2.0	2.0	13.82	18.94	2.16	0.93	
ELECTRIC PWR EQMT OP	All	ALL		47.56	64.89	1.5	1.5	2.0	2.0	7.00	13.32	0.00	1.19	1.43
ELECTRIC PWR GRNDMAN	All	ALL		36.53	64.89	1.5	1.5	2.0	2.0	7.00	10.23	0.00	0.92	1.10
ELECTRIC PWR LINEMAN	All	ALL	Г	57.17	64.89	1.5	1,5	2.0	2.0	7.00	16.01	0.00	1.43	1.72
ELECTRIC PWR TRK DRV	All	ALL	Г	37,86	64.89	1.5	1.5	2,0	2.0	7.00	10.61	0.00	0,95	1,14
ELECTRICIAN	All	BLD		43.02	47.27	1.5	1.5	2.0	2.0	15.12	25.79	6.55	0.71	
ELEVATOR CONSTRUCTOR	All	BLD	Г	62,47	70.28	2.0	2.0	2.0	2.0	16.03	20.21	5.00	0.65	
FENCE ERECTOR	All	ALL	Ī	46.89	48.89	1.5	1.5	2.0	2.0	13.68	17.42	0.00	0.75	
GLAZIER	All	BLD		48,75	50.25	1,5	2.0	2.0	2.0	15.19	24.43	0,00	1.70	
HEAT/FROST INSULATOR	All	BLD		52.80	55.97	1.5	1.5	2.0	2.0	14.77	16.76	0.00	0.86	
IRON WORKER	All	ALL		55,81	57.81	2.0	2.0	2.0	2.0	16,05	25.31	0.00	0.49	
LABORER	All	ALL		47.40	48.15	1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
LATHER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
MACHINIST	All	BLD	Г	53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		38.00	51,41	1.5	1.5	2.0	2.0	12.10	19.60	0.00	0.60	
MARBLE SETTER	All	BLD		48.96	53.86	1.5	1,5	2.0	2.0	12.10	21.03	0.00	0.78	
MATERIAL TESTER I	All	ALL		37.40		1.5	1.5	2.0	2.0	17.05	15.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		42.40		1.5	1.5	2.0	2.0	17.05	15,21	0.00	0.90	
MILLWRIGHT	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80	
OPERATING ENGINEER	All	BLD	1	55,10	59.10	2.0	2.0	2.0	2.0	22.15	19,30	2,00	2.55	
OPERATING ENGINEER	All	BLD	2	53.80	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	3	51.25	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	
OPERATING ENGINEER	All	BLD	4	49.50	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55	

OPERATING ENGINEER	All	BLD	5	58.85	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	BLD	6	56.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	BLD	7	58.10	59.10	2.0	2.0	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	FLT	1	61.10	61.10	1.5	1.5	2.0	2.0	21,40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	2	59.60	61.10	1.5	1,5	2.0	2.0	21,40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	3	58.10	61.10	1.5	1,5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	4	53.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	5	62.60	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	FLT	6	41,00	61.10	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40
OPERATING ENGINEER	All	HWY	1	53.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	2	52.75	57.30	1.5	1.5	2.0	2.0	22,15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	3	50.70	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	4	49.30	57.30	1,5	1.5	2.0	2.0	22,15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	5	48.10	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	6	56.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
OPERATING ENGINEER	All	HWY	7	54.30	57.30	1.5	1.5	2.0	2.0	22.15	19.30	2.00	2.55
ORNAMENTAL IRON WORKER	All	ALL	П	53.32	55.82	2.0	2.0	2,0	2,0	14.23	25.00	0.00	1.75
PAINTER	All	ALL	П	50.30	56.59	1.5	1.5	1.5	2.0	14.26	14.99	0.00	1.72
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00
PILEDRIVER	All	ALL		52.01	54.01	1.5	1.5	2.0	2.0	11.79	24.76	1.50	0.80
PIPEFITTER	All	BLD	П	53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92
PLASTERER	All	BLD	П	48.65	51.57	2.0	1.5	2.0	2.0	11.65	28.21	0.00	0.55
PLUMBER	All	BLD		54.80	58.10	1.5	1.5	2.0	2.0	16.70	17.04	0.00	1.58
ROOFER	All	BLD		48.00	53.00	1.5	1.5	2.0	2.0	11.83	15.26	0.00	0.99
SHEETMETAL WORKER	All	BLD		49.10	53.03	1.5	1.5	2.0	2.0	13.53	28.20	0.00	1.00
SIGN HANGER	All	BLD		34.72	37.50	1.5	1.5	2.0	2.0	6.85	4.50	0.00	0.00
SPRINKLER FITTER	All	BLD		53.25	56.00	1.5	1.5	2.0	2.0	14.20	18.60	0.00	0.75
STEEL ERECTOR	All	ALL		55.81	57,81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49
STONE MASON	All	BLD		49.81	54.79	1.5	1.5	2.0	2.0	12.10	21.56	0.00	1.10
TERRAZZO FINISHER	All	BLD	П	45.57	45.57	1.5	1.5	2.0	2.0	12.25	17.14	0.00	1.03
TERRAZZO MECHANIC	All	BLD	П	49.41	52.91	1.5	1.5	2.0	2.0	12.25	18.60	0.00	1.07
TRAFFIC SAFETY WORKER I	All	HWY		39.30	40.90	1.5	1.5	2.0	2.0	9.65	9,10	0.00	0.10
TRAFFIC SAFETY WORKER II	ALL	HWY		40.30	41.90	1.5	1.5	2.0	2.0	9.65	9.10	0.00	0.10
TRUCK DRIVER	All	ALL	1	42.09	42.64	1.5	1.5	2.0	2.0	11.80	11.75	0.00	0.15
TRUCK DRIVER	All	ALL	2	42.24	42.64	1.5	1.5	2.0	2.0	11.80	11.75	0.00	0.15
TRUCK DRIVER	All	ALL	3	42.44	42.64	1.5	1.5	2.0	2.0	11.80	11.75	0.00	0.15

TRUCK DRIVER	All	ALL	4	42.64	42,64	1.5	1.5	2.0	2.0	11.80	11.75	0.00	0.15
TUCKPOINTER	All	BLD		49.53	50.53	1.5	1.5	2.0	2.0	9.04	21.06	0.00	1.07

Legend

Rg Region

Type Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations LAKE COUNTY

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATION TECHNICIAN

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

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine;

Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

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

TERRAZZO FINISHER

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

Other Classifications of Work:

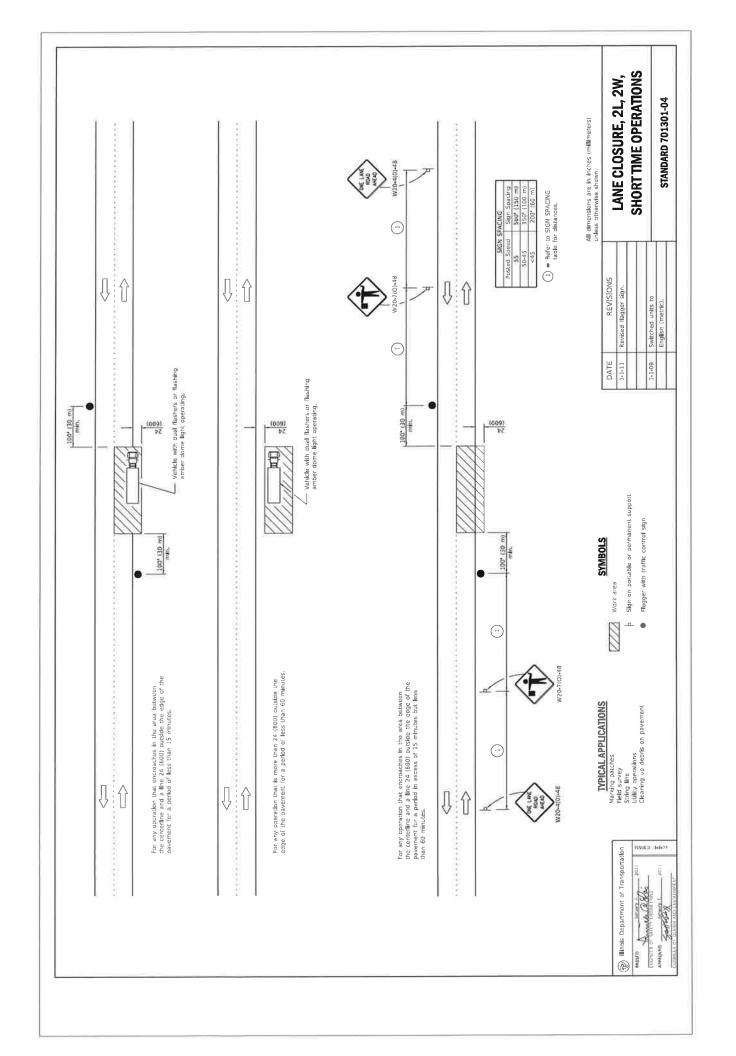
For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such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

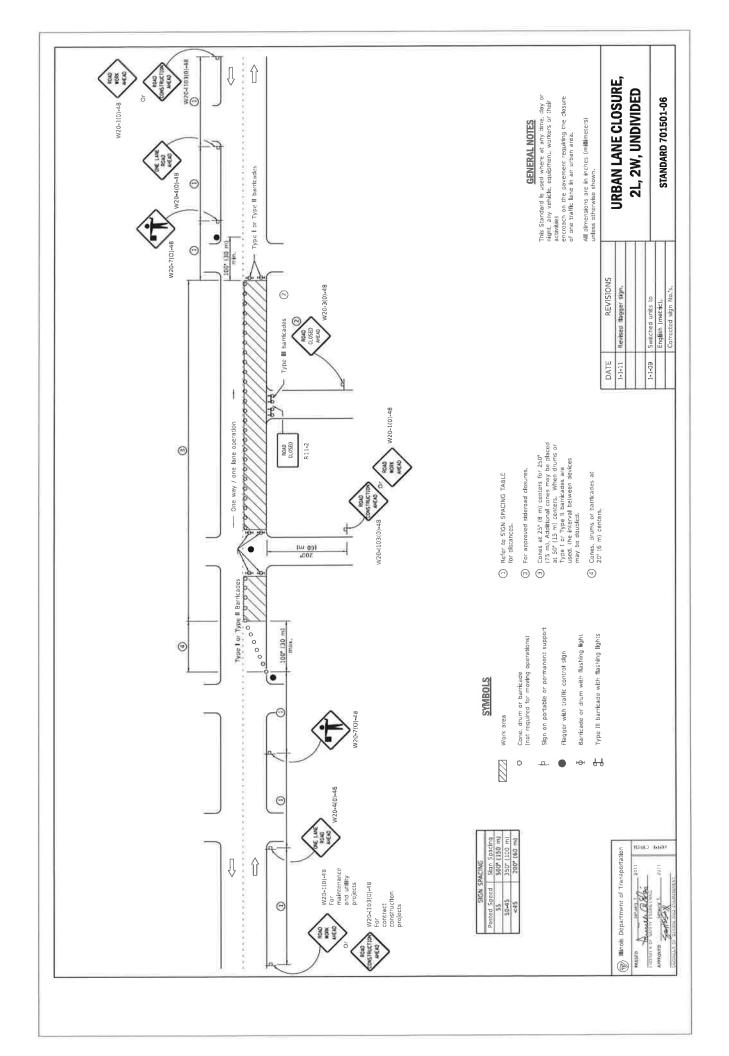
LANDSCAPING

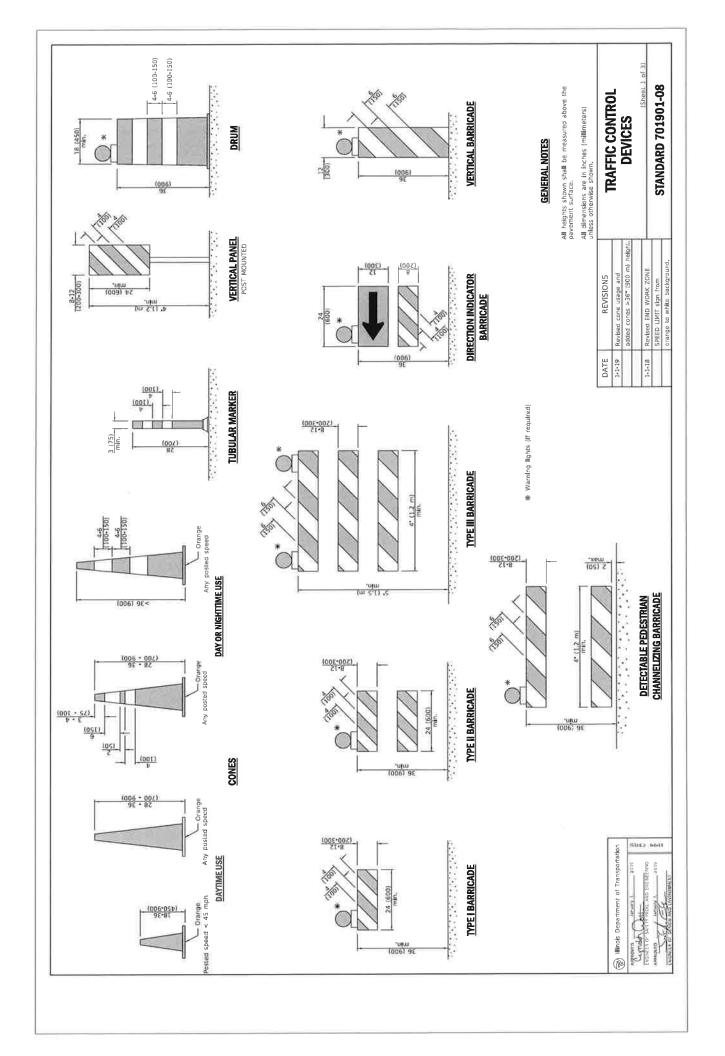
Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or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

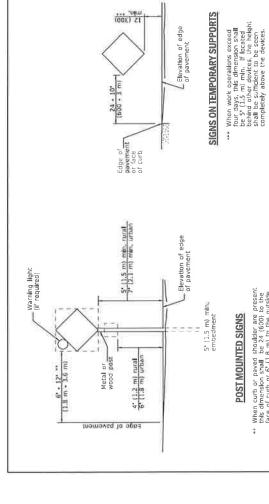
MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

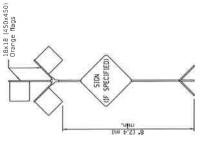
Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification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











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

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

END CONSTRUCTION

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

G20-I105(0)-6024

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

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

WORK LIMIT SIGNING

HIGH LEVEL WARNING DEVICE

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.

WIDTH

MAX

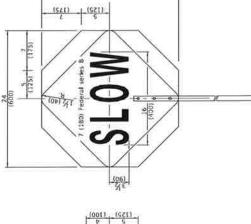
X MILES

A HEA D

W21-III5(0)-3618

R2-1-3648

SPEED LIMIT



(152) (100)

FLAGGER TRAFFIC CONTROL SIGN

REVERSE SIDE

FRONT SIDE

(1.8 m + 2.1 m)

XX"-XX" width and X miles are variable

Timois Department of Transportation

ENGINEER OF SAFFTY PROG, AND ENGINEERING

WIDTH RESTRICTION SIGN

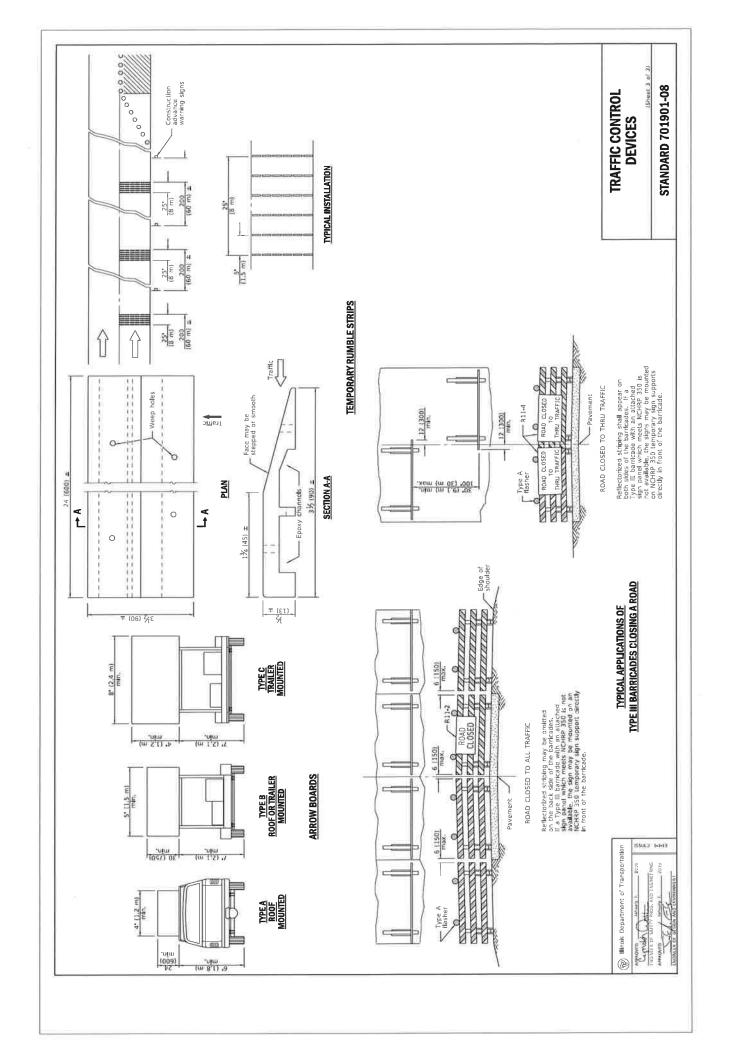
W12-1103-484B

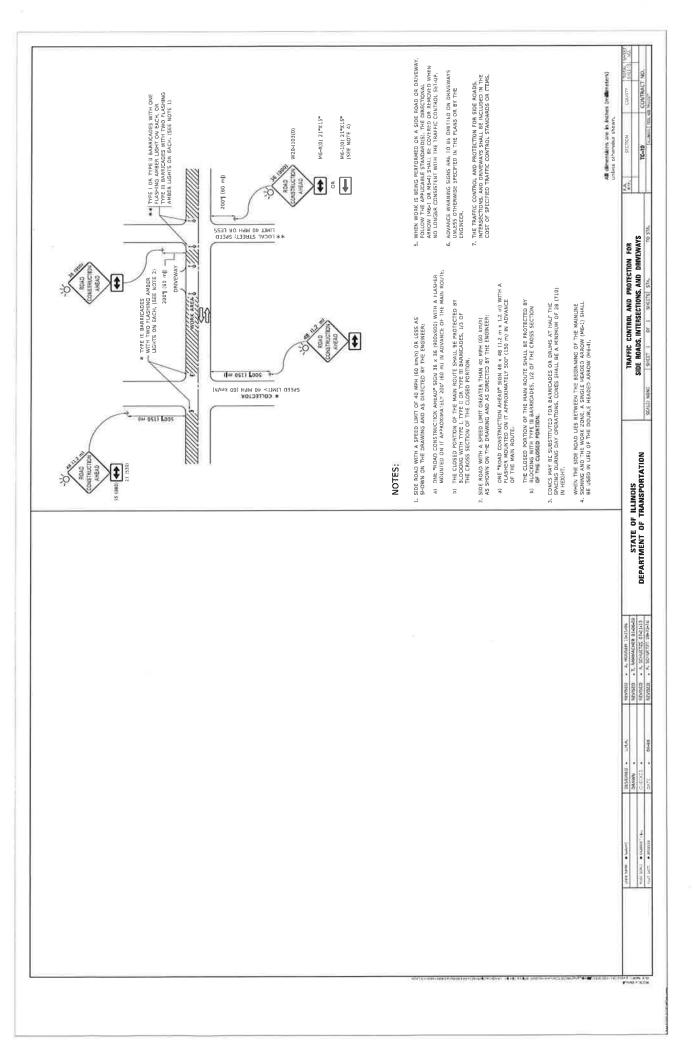
R10-1108p-3618 "**" G20-1103-6036 R2-1106p-3618 Sign assembly as shown on Standards or as allowed by District Operations. HIGHWAY CONSTRUCTION SPEED ZONE SIGNS This sign shall be used when the above sign assembly is used. WORK ZONE SPEED LIMIT SXXX FINE MINIMUM END

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

TRAFFIC CONTROL DEVICES

STANDARD 701901-08







CERTIFICATE OF LIABILITY INSURANCE

DATE (MWDD/YYYY) 5/9/2023

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.

_ ti	SUBROGATION IS WAIVED, subject is certificate does not confer rights to	the cert	tificate holder in lieu of su	ich endorsemen	it(s).	may rec	dene an endoisemen		swiement on
	DUCER			CONTACT NAME:					
AssuredPartners of IL, LLC 25 Northwest Point Blvd., Ste 625				PHONE (A/C, No, Ext): (847) 758-1000 FAX (A/C, No): (847)				758-1200	
Elk	Grove Village, IL 60007			E-MAIL ADDRESS:					
					INSURER(S)	AFFORDIN	G COVERAGE		NAIC#
				INSURER A : Peki	n Insuran	ce Com	pany		24228
INSU	JRED			INSURER B : The	Hanover I	nsuran	се Сотрапу		22292
	Chicagoland Paving Contrac	tors Inc		INSURER C:					
	225 Telser Rd			INSURER D:					
	Lake Zurich, IL 60047			INSURER E :					
				INSURER F:					
co	VERAGES CER	TIFICATI	E NUMBER: 041023			RE	VISION NUMBER:		
IN C	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIREM PERTAIN POLICIES	ENT, TERM OR CONDITION , THE INSURANCE AFFORM , LIMITS SHOWN MAY HAVE	N OF ANY CONT DED BY THE PC BEEN REDUCED	TRACT OR O' DLICIES DES BY PAID CLA	THER DO CRIBED AIMS	CUMENT WITH RESPE	CTT	O WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY E (MM/DD/YY	FF POLICY YY) (MM/DD/Y	EXP YYY)	LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY					EAG	CH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR		006212723	2/24/2023	23 2/24/20)24 PA	MAGE TO RENTED EMISES (Ea occurrence)	\$	300,000
							D EXP (Any one person)	\$	10,000
						PE	RSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GE	NERAL AGGREGATE	\$	3,000,000
	POLICY X PRO LOC					PRO	ODUCTS - COMP/OP AGG	\$	3,000,000
	OTHER:							\$	
Α	AUTOMOBILE LIABILITY					CO (Ea	MBINED SINGLE LIMIT accident)	\$	
	X ANY AUTO		005914382	2/24/20	23 2/24/20	1	DILY INJURY (Per person)	\$	1,000,000
i	OWNED SCHEDULED AUTOS					во	DILY INJURY (Per accident)	\$	1,000,000
	X HIRED ONLY X NON-SWILL					PR(Pe	OPERTY DAMAGE r accident)	s	1,000,000
	AUTOS GNET							5	
A	X UMBRELLA LIAB X OCCUR					EAG	CH OCCURRENCE	s	10,000,000
	EXCESS LIAB CLAIMS-MADE		005942161	2/24/20	23 2/24/20)24 _{AG}	GREGATE	\$	10,000,000
	DED X RETENTION \$ 10,000							\$	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X	PER OTH- STATUTE ER		
		005206167		2/24/2023	23 2/24/20	124	EACH ACCIDENT	S	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE N (Mandatory in NH)						DISEASE - EA EMPLOYEE		1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						DISEASE - POLICY LIMIT	\$	1,000,000
В	Rented/Leased Equip		IHCD178901	2/24/20	23 2/24/20		/Ded: \$2,500		500,000
Gene Lliab WC0	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL #23-00000-01-GM, 2023 Pavement Patch eral Liability and Auto Liability if require bility and Workers Compensation if require 100313 0484, Acord 101 Coverage and limits conform to the min	ed by writ iired by w	ten contract. A waiver of so rritten contract. Umbrella fo	ubrogation applications of the control of the contr	es in favor o 2010 0704, C	f the Ad G2037 0	ditional Insured for Ge 704, CA3134 1018, CG	enera 5036	ıl Liability, Auto
CE	RTIFICATE HOLDER			CANCELLATION	ON				

CERTIFICATE HOLDER	CANCELLATION
Village of Buffalo Grove 50 Raupp Blvd.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Buffalo Grove, IL 60089	Authorized REPRESENTATIVE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Any person or organization for whom you are performing work when you and such person or organization have agreed in a written contract, executed prior to the accident or loss for which we make payment under this workers compensation policy, that you must add that person or organization under a Waiver Of Our Right To Recover From Others Endorsement on a policy of Workers Compensation insurance.

State: Illinois

COMMERCIAL GENERAL LIABILITY

CONTRACTORS ADDITIONAL INSURED/ WAIVER OF RIGHTS OF RECOVERY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- Additional Insured When Required By Written Construction Contract For Ongoing Operations Performed By You For An Additional Insured and/or Your Completed Operations
 - A. With respect to coverage afforded under this section of the endorsement, Section II - Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations, when you and such person or organization have agreed in a written contract effective during the policy period stated on the Declarations Page (hereinafter referred to as the "Policy Period") and executed prior to the "bodily injury" or "property damage" for which coverage is sought, that you must add that person or organization as an additional insured on a policy of liability insurance (hereinafter referred to as the "Additional Insured").

The Additional Insured is covered only with respect to vicarious liability for "bodily injury" or "property damage" imputed from You to the Additional Insured as a proximate result of:

- (1) Your ongoing operations performed for that Additional Insured during the Policy Period; or
- (2) "Your work" performed for the Additional Insured during the Policy Period, but only for "bodily injury" or "property damage" within the "products-completed operations hazard".
- B. It is further understood that the designation of any person or organization as an Additional Insured:
 - does not increase the scope or limits of coverage afforded by this policy; and

- (2) does not apply if the person or organization is specifically named as an additional insured under any other provision of this policy.
- C. With respect to the coverage afforded to the Additional Insured, the following additional exclusions apply:

This insurance does not apply to:

- (1) Liability for "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional services, including, but not limited to:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Liability for "bodily injury" or "property damage" arising out of or in any way attributable to the claimed negligence or statutory violation of the Additional Insured, other than vicarious liability which is imputed to the Additional Insured solely by virtue of the acts or omissions of the Named Insured.
- (3) Liability for "bodily injury" or "property damage" proximately caused by your ongoing operations, which takes place, in whole or in part, after the earlier of:
 - (a) the date that all work called for in the written contract with the Additional Insured has been completed, as defined in the definition of "products-completed operations hazard" herein; or
 - (b) the end of the Policy Period.

- (4) Liability for "bodily injury" or "property damage" proximately caused by "your work" included in the "productscompleted operations hazard" after the earlier of:
 - (a) the conclusion of the period during which the written contract requiring such coverage requires it; or
 - (b) 1 year after completion of "your work" performed for the Additional Insured, as defined in the "products-completed operations hazard."
- D. Section III Limits Of Insurance is amended to include:
 - (1) The limits of insurance applicable to the Additional Insured are:
 - (a) those specified in the written contract that requires the person or organization to be added as an Additional Insured; or
 - (b) as stated on the Declarations Page of this policy, whichever is less.

These limits of insurance are inclusive of, and not in addition to the limits of insurance shown on the Declarations Page. If other insurance of any type is written by us and applicable to the Additional Insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable per occurrence and aggregate limit of insurance under one coverage form or policy providing coverage, whether primary or excess.

- E. Section IV Other Insurance is amended to include:
 - (1) When required under a written contract with the Additional Insured which is executed prior to "bodily injury" or "property damage" for which coverage is sought by the Additional Insured hereunder, the coverage provided to the Additional Insured under this section of the endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the Additional Insured is listed as a Named Insured
- F. Section IV Transfer Of Rights Of Recovery Against Others To Us is amended to include:
 - (1) When required under a written contract executed prior to the "occurrence" for

which we make payment under this coverage part, we waive any right of recovery we may have against any person or organization who is an Additional Insured because of payments we make under this section of the endorsement.

2. Additional Insured - State Or Political Subdivisions - Permits

- A. With respect to coverage afforded under this section of endorsement, Section II - Who Is An Insured is amended to include as an insured any state or political subdivision which has issued a permit to you when you and such state or political subdivision have agreed in a written contract or agreement effective during the policy period stated on the Declarations Page and executed prior to "bodily injury", "property damage", or "personal and advertising injury" for which coverage is sought that you must add the state or political subdivision as an additional insured on a policy of liability insurance. Such state or political subdivision is an insured only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- B. With respect to the coverage afforded to the additional insured provided by this section of the endorsement, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage," or "personal and advertising injury" arising out of operations performed for the state, municipality, or political subdivision; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

If an additional insured endorsement is attached to this coverage part or policy that specifically names a state or political subdivision as an insured or additional insured, then coverage under this endorsement does not apply for adding the state or political subdivision as an additional insured if the state or political subdivision would, in whole or in part, also be covered as an additional insured under this endorsement.

AGENCY CUSTOMER ID: CHICL-1

LOC #: NA



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Corkill Insurance Agency, Inc. POLICY NUMBER See Attached Certificate		NAMED INSURED		
		Chicagoland Paving Contractors Inc 225 Telser Rd Lake Zurich IL 60047		
CARRIER	NAIC CODE	Lake Zunch IL 60047		
See Attached Certificate		EFFECTIVE DATE: See Attached Certificate		

See Attached Certificate	EFFECTIVE DATE: See Attached Certificate				
ADDITIONAL REMARKS					
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	ORD FORM,				
FORM NUMBER: Acord 25 (2010/05) FORM TITLE: Certificate of Liability Insurance					
30 days cancellation notice to the Village of	Buffalo Grove applies				
*1					
*					

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Coverages provided by this endorsement are subject to the provisions applying to the **Business Auto Coverage**Form unless otherwise noted. All policy provisions not in conflict with this endorsement shall apply. This endorsement is a valid part of the policy only when the form number is shown in the Declarations. The policy's deductible provisions will apply unless otherwise noted.

The following changes apply to **SECTION II** - **LIABILITY**:

1. Broad Form Insureds

A. Newly Formed Or Acquired Organizations

The following is added as an "insured" under A.1. Who Is An Insured:

- **a.** Any organization you newly form or acquire, other than:
 - (1) A partnership, joint venture, or limited liability company; or
 - (2) An organization excluded either by the provisions of this Business Auto Coverage Form, or by endorsement,

and over which you maintain ownership or majority interest of more than 50%, subject to the following additional provisions:

- b. This insurance does not apply to:
 - (1) Any newly formed or acquired organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for such automobile policy's termination or the exhaustion of such automobile policy's limits of insurance;
 - (2) "Bodily injury", "property damage" or "covered pollution cost or expense" resulting from an "accident" that occurred before you acquired or formed the organization.

c. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. Employees As Insureds

The following is added as an "insured" under A.1. Who Is An Insured:

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Employees As Insureds- Autos Hired In The Employees' Name

The following is added as an "insured" under A.1. Who is An Insured:

- a. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a written contract executed prior to "loss" for which coverage is sought in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. With respect to coverage afforded under this section of the endorsement, paragraph 5.b. of the Other Insurance Condition is removed and replaced by the following:
 - (1) For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (a) Any covered "auto" you lease, hire, rent or borrow; and

(b) Any covered "auto" hired or rented by your "employee" under a written contract in the "employee's" own name and executed prior to the "loss" for which coverage is sought, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. Additional Insured - When Required By Written Contract - Primary and Noncontributory

The following is added as an "insured" under A.1. Who Is An Insured:

a. Any person or organization is an "insured" for liability coverage as afforded under SECTION II - LIABILITY COVERAGE, when you and such person or organization have agreed in a written contract effective during the policy period stated on the Declarations Page (hereinafter referred to as the "Policy Period") and executed prior to the "bodily injury", "property damage" or "covered pollution cost or expense" for which coverage is sought, that you must add that person or organization as an additional "insured" on a policy of automobile liability insurance (hereinafter referred to as the "Additional Insured").

The "Additional Insured" is covered only with respect to vicarious liability for "bodily injury", "property damage" or "covered pollution cost or expense" resulting from your ownership, maintenance, or use of a covered "auto" during the "Policy Period".

- b. It is further understood that the designation of any person or organization as an "Additional Insured" does not increase the scope or limits of coverage afforded by this policy.
- c. C. Limits of Insurance is amended to include:
 - (1) The limits of insurance applicable to the "Additional Insured" are:

- (a) those specified in the written contract that requires the person or organization to be added as an "Additional Insured": or
- (b) as stated on the Declarations Page of this policy, whichever is less.

These limits of insurance are inclusive of, and not in addition to the limits of insurance shown on the Declarations Page.

- d. When required under a written contract with the "Additional Insured" which is executed prior to "bodily injury", "property damage" or "covered pollution cost or expense" for which coverage is sought by the "Additional Insured" hereunder, the coverage provided to the "Additional Insured" under this endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the "Additional Insured" is listed as a Named Insured.
- e. If an endorsement is attached to this coverage form or policy that specifically names a person or organization as an "insured" or additional "insured", then coverage under this endorsement does not apply to that entity.

2. Broadened Supplementary Payments

- a. Under 2. Coverage Extensions, Paragraph
 2.a.(2) of Supplementary Payments is removed and replaced by:
 - (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- b. Under 2. Coverage Extensions, Paragraph
 2.a. (4) of Supplementary Payments is removed and replaced by:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

3. Amended Fellow Employee Exclusion

 Under B., Exclusions, 5. Fellow Employee exclusion is removed and replaced by:

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of the fellow "employee" as a consequence of Paragraph a. above.

But this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

The coverage provided under this section of the endorsement shall be excess over any other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this endorsement.

The following changes apply to **SECTION III - PHYSICAL DAMAGE COVERAGE**:

1. Towing and Labor

Under SECTION III - PHYSICAL DAMAGE COVERAGE, 2. Towing is replaced by the following:

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" is disabled:

- a. \$100 for a covered "auto" rated and classified as a private passenger vehicle or "light truck".
- **b.** \$150 for a covered "auto" rated and classified as a "medium truck".

However, labor must be performed at the place of disablement.

- c. With respect to this section of this endorsement, the following definitions are added under SECTION V - DEFINITIONS:
 - (1) "Light truck" means a truck or van that has a "gross vehicle weight" (GVW) of 10,000 pounds or less.
 - (2) "Medium truck" means a truck or van that has a "gross vehicle weight" (GVW) of 10,001-20,000 pounds.

- (3) "Gross Vehicle Weight" (GVW) means the maximum loaded weight for which a single "auto" is designed, as specified by the manufacturer.
- 2. Broadened Transportation Expenses Including Limited Rental Reimbursement Coverage

Under 4. Coverage Extensions, a., Transportation Expenses is removed and replaced by:

a. Transportation Expenses

We will pay up to \$75 per day to a maximum of \$2,250 for necessary and actual temporary transportation expense incurred by you because of a "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in (1) or (2) below:

- (1) We will pay the above temporary transportation expense because of the total theft of a covered "auto" if you carry Comprehensive Coverage on that covered "auto". We will only pay for such expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
- (2) For "loss" other than the total theft of a covered "auto" if you carry Comprehensive Coverage on that covered "auto" or for a "loss" under Collision Coverage to that covered "auto", we will pay the above temporary transportation expense because of "loss" to that covered "auto" rendering the covered "auto" inoperable. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of:
 - (a) the number of days reasonably required to repair or replace the covered "auto"; or
 - (b) 30 days.
- (3) This coverage extension does not apply while there are spare or reserve "autos" available to you for your operations.

(4) The Broadened Transportation Expenses Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on Rental Reimbursement Coverage Endorsement CA9923 attached to this coverage form.

3. Accidental Discharge Of An Airbag

- Under B., Exclusions, 3. is removed and replaced by:
 - We will not pay for "loss" due and confined to:
 - a. Wear and freezing, tear, mechanical electrical or breakdown. However, "loss" due mechanical and electrical breakdown does not apply to the accidental discharge of an airbag. Coverage for accidental discharge of an airbag is excess over any other collectable insurance or warranty.
 - **b.** Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. Audio, Visual And Data Electronic Equipment Increased Limit

- a. Under C. Limit Of Insurance, 2. is removed and replaced by:
 - 2. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - **b.** Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

- c. An integral part of such equipment as described in Paragraphs 2.a. and 2.b. above.
- d. The Audio, Visual And Data Electronic Equipment Increased Limit Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on Audio, Visual And Data Electronic Equipment Coverage Added Limits Endorsement CA9960 or Loss Payable Clause Audio, Visual And Data Electronic Equipment Coverage Added Limits Endorsement CA9961 attached to this policy or coverage form.

5. Glass Repair - Waiver Of Deductible

a. Under Paragraph D. Deductible, for "loss" covered under SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage otherwise covered under SECTION III - PHYSICAL DAMAGE COVERAGE, if the glass is repaired rather than replaced.

- Collision Deductible Amendment For Loss To Two (or More) Covered Autos In One Accident
 - a. If a Collision "loss" from one "accident" involves two or more covered "autos" under this policy or coverage form, only the highest deductible applicable to those coverages will be applied to the "loss", if the cause of "loss" is covered for those vehicles. This provision only applies if you carry Collision Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.
- 7. Hired Auto Physical Damage Coverage (Limited)

Under Paragraph A. Coverage of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

- a. If hired "autos" are covered "autos" for Liability Coverage in this policy or coverage form and if Comprehensive or Collision coverages are provided under this policy or coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire subject to the following additional provisions:
 - (1) The most we will pay for "loss" to any hired "auto" is:
 - (a) The actual cash value of the damaged or stolen property at the time of the "loss";
 - (b) The cost of repairing or replacing the damaged or stolen property, with other property of like kind or quality; or
 - (c) \$75,000

whichever is smallest, minus a deductible.

- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Hired Auto Physical Damage Coverage is excess over any other collectible insurance.
- (4) Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own scheduled in the Declarations under this policy or coverage part.
- (5) This extension of coverage does not apply to:
 - (a) Any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households; or
 - (b) Any "auto" you hire or borrow:
 - (i) For a period of more than 30 days; or
 - (ii) With a driver.

- b. For any "auto" which is a covered "auto" under this extension, 7. Hired Auto Physical Damage Coverage (Limited), and subject to the coverages provided to 7.a. above, we will also pay expenses for loss of use of such "auto", subject to the following additional provisions:
 - (1) Such "auto" is rented or hired under a written rental contract or agreement executed prior to "loss" of such "auto" for which coverage is sought;
 - (2) Such loss of use is a direct consequence of a "loss" covered under this extension, 7. Hired Auto Physical Damage Coverage (Limited):
 - (a) For which an "insured" is legally responsible; and
 - (b) As a result of which the rental agency sustains a monetary "loss";
 - (3) The most we will pay for any expenses for loss of use is \$50 per day, subject to a maximum of \$1,500; and
 - (4) With respect to coverage afforded by this section of the endorsement, Paragraph b. Loss Of Use Expenses of Paragraph 4. Coverage Extensions in SECTION III - PHYSICAL DAMAGE COVERAGE does not apply.

Coverage under this extension, 7. Hired Auto Physical Damage Coverage (Limited) will be excess over any other valid and collectible insurance available to the "insured", except that no coverage will be afforded if any physical damage coverage is provided for hired or borrowed "autos" under ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS in the BUSINESS AUTO DECLARATIONS in this policy or coverage form (or which would have been provided except for the application of an exclusion).

8. Loan Or Lease GAP Coverage

Under SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added under 4. Coverage Extensions:

- a. In the event of a "total loss" to a covered "auto" which is either owned by you or is leased by you for a period of 6 consecutive months or longer, we will pay any unpaid amount due on the original lease or loan for a covered "auto" which carries Comprehensive and Collision Coverage on the Business Auto Coverage form to which this endorsement attaches. The amount payable will be reduced by:
 - The amount paid under SECTION III -PHYSICAL DAMAGE COVERAGE of the policy; and
 - (2) Any:
 - (a) Overdue lease/loan payments at the time of the "loss";
 - (b) Deductibles applicable under SECTION III PHYSICAL DAMAGE COVERAGE;
 - (c) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (d) Security deposits not refunded by the lessor;
 - (e) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (f) Carry-over balances from previous loans or leases.
- With respect to this section of the endorsement, the following definition is added under SECTION V - DEFINITIONS:

"Total loss" means a "loss" in which the cost of repair plus the salvage value exceeds the actual cash value.

c. This Loan/Lease Gap Coverage extension shall only apply when the Auto Loan/Lease GAP Coverage Endorsement CA2071 is not included in or a part of this policy issued to you by us.

The following changes apply to SECTION IV - BUSINESS AUTO CONDITIONS:

 Broadened Knowledge Of Accident, Claim, Suit Or Loss

Under SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph 2.a. of Duties In The Event Of Accident, Claim, Suit Or Loss is removed and replaced by:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss".

Include:

- (1) How, when and where the "accident" or "loss" occurred:
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the "employee" designated by you to give such notice, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.
- 2. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Written Contract

Under SECTION IV - BUSINESS AUTO CONDITIONS, the following is added under A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:

However, we waive the right of recovery we may have against any person or organization because of payment we make for "bodily injury", "property damage" or "covered pollution cost or expense" arising out of the ownership, maintenance or use of a covered "auto" when you and such person or organization have agreed in a written contract executed prior to the "bodily injury", "property damage" or "covered pollution cost or expense" "loss" to waive your right of recovery against such person or organization.

This waiver applies only to such person or organization designated in such written contract executed prior to the "bodily injury", "property damage" or "covered pollution cost or expense" "loss" for which you have agreed to waive your right of recovery.

3. Unintentional Failure To Disclose Hazards

Under SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any hazards existing at the inception date of this policy or coverage form, we will not deny coverage under this policy or coverage form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

The following change applies to **SECTION V** - **DEFINITIONS**:

1. Broadened Bodily Injury Definition

Under **SECTION V - DEFINITIONS**, definition **C.** "Bodily injury", is removed and replaced by:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from physical bodily injury, physical sickness, or physical disease sustained by that person.

COMMERCIAL GENERAL LIABILITY

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

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 VILLAGE OF BUFFALO GROVE, ITS OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS 50 RAUPP BLVD BUFFALO GROVE IL 60089-2139	JOB #23-00000-01-GM, 2023 PAVEMENT PATCHING PROJECT. JOB: #VOBG-2023-09, 2023 PARKING LOT REPAIRS, VILLAGE OF BUFFALO GROVE
Information required to complete this Schedule, if not s	hown 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
- 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:

- 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.

COMMERCIAL GENERAL LIABILITY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Person(s) Or Organization(s):	Location And Description Of Completed Operations		
VILLAGE OF BUFFALO GROVE VILLAGE OF BUFFALO GROVE, ITS OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS 50 RAUPP BLVD BUFFALO GROVE IL 60089-2139	JOB #23-00000-01-GM, 2023 PAVEMENT PATCHING PROJECT; JOB: #VOBG-2023-09, 2023 PARKING LOT REPAIRS, VILLAGE OF BUFFALO GROVE		
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".