



**EXHIBIT A
NOTICE TO BIDDERS
INVITATION TO BID #23-89
CREKESIDE DRIVE BRIDGE REPAIRS**

Issue Date: May 30, 2023

Mandatory Pre-Bid Meeting

There will be a mandatory pre-bid meeting held on June 5, 2023, at 10:00 am (CST) at Wheaton City Hall located at 303 W. Wesley St., Wheaton, IL 60187, in the Gamon Room (2nd Floor). Attendance is required at the pre-bid meeting for those wishing to submit a bid. The City will not accept bids from Vendors that did not attend and sign-in at the mandatory pre-bid meeting.

Last Date for Questions: No later than June 9, 2023, at 11:00 am (CST)

Due Date: No later than June 12, 2023, at 11:00 am (CST)

Bid Opening: June 12, 2023, at 11:00 am (CST) at Wheaton City Hall located at 303 W. Wesley Street, Wheaton IL 60187 in the Conley Meeting Room (lower level).

Prevailing Wages: All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).
 DOES APPLY DOES NOT APPLY

To be considered responsive, the following documents shall be included with your submittal:

- Bid Bond 10% (Original Required)
- Certificate of Insurance
- Certification Form
- Cost Proposal Form
- Listing of Subcontractors
- References
- W-9 Form

The successful Vendor will be required to submit the following additional documents:

- Certificate of Insurance with signed endorsements
- Performance, Payment, and Maintenance Bonds
- Signed Agreement
- Vendor Information Form

GENERAL INSTRUCTIONS REGARDING THE SOLICITATION OF CONSTRUCTION AND CONTRACTED SERVICES

Solicitations are open to all business firms actively engaged in providing the materials, equipment, and services specified and inferred. Active engagement will be verified via references. These General Instruction Regarding Solicitation for Contracted Services apply to all solicitations for contracted services by the City of Wheaton and shall be incorporated as part of the written and signed Agreement with the successful Bidder along with any addenda items which are issued, unless otherwise specified.

For solicitations involving the IDOT “Standard Specifications for Road and Bridge Construction”:

Section 102 of the IDOT “Standard Specifications for Road and Bridge Construction,” (the “Standard Specifications”), Adopted January 1, 2022, pertaining to the advertisement, bidding, award, and contract execution shall not apply to this solicitation and contract. Where these General Instructions Regarding the Solicitation of Contracted Services (the “Solicitation Instructions”) are inconsistent with any provision of the IDOT Bureau of Local Roads and Streets Special Provision for Bidding Requirements and Conditions for Contract Proposals, these Solicitation Instructions shall control.

A. DEFINITIONS:

The following words and phrases, when used in these General Instructions Regarding Solicitations for Professional Services document shall have the meanings as specified herein.

- A-1) Agreement:** The written contract between the City and the Bidder covering the work or services to be performed, which includes all other documents that are attached to the Agreement or incorporated by reference and made a part thereof. It shall be understood that the words “Contract” and “Agreement” and synonymous in these documents.
- A-2) Proposal or Bid:** The complete and properly signed bid to do the work or services for the sum stipulated therein, submitted in accordance with the bidding or proposal documents. It shall be understood that the words “bid”, and “proposal” are synonymous in these instructions and in the Invitation to Bid documents.
- A-3) Bidder/Proposer:** The person, firm, or corporation submitting a bid or proposal.
- A-4) City:** The City of Wheaton, Illinois, an Illinois Municipal Corporation.
- A-5) Engineer:** Strand Associates, Inc. the design engineer for the project.
- A-6) Offer:** A signed Proposal or Bid that is timely delivered to the City.
- A-7) Solicitation:** The City’s request for an offer from a Bidder for the provision of work, services and/or goods. It shall be understood that the words “solicitation” and “invitation to bid” are synonymous in these instructions and in the Invitation to Bid documents.

B. SOLICITATION PROCESS:

The City intends to award a contract to a Bidder who has the experience and equipment to successfully complete the project or provide the service solicited. The Bidder shall be responsible for performing all work or services as outlined in the specifications contained within the Invitation to Bid and shall provide and furnish all labor, materials, equipment and supplies, vehicles, and transportation services required to perform and complete the required work or service in strict

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accordance with the Invitation to Bid documents. The Proposer desiring to furnish a Proposal or Bid for such work or services shall submit a sealed Bid in accordance with these General Instructions Regarding Solicitations for Contracted Services and all accompanying documents.

B-1) Documents:

- a) The City of Wheaton's website is the official source for all documents related to this solicitation. The City is not responsible for documents distributed by any other source. The City will not transmit solicitation documents to prospective Bidders by way of a facsimile machine.
- b) It is the responsibility of the Bidder to seek clarification of any requirement that may not be clear. This includes a review of all solicitation documents.
- c) Questions concerning this request shall be submitted via e-mail to the attention of the Procurement Officer by the last date for questions as reflected on the Notice to Bidders document. A written response in the form of an addendum will be posted on the City's website for all Proposers to download. It is the responsibility of the Proposer to review all addendums.
- d) Any interpretation, correction or change of the solicitation documents will be made by published Addendum on the City's website. Interpretations, correction, and changes to the solicitation documents made in any other manner will not be binding.
- e) Bidders shall acknowledge the receipt of any addendum.

B-2) The Cone of Silence:

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

B-3) Exceptions to the Cone of Silence:

Exceptions to the Cone of Silence include:

- a) Written communications directed to the Procurement Officer.
- b) All communications occurring at pre-bid meetings.
- c) Oral presentations during finalist interviews, negotiation proceedings, or site visits.
- d) Oral presentations before publicly noticed committee meetings.
- e) Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
- f) Procurement of goods or services for emergency situations.

B-4) Investigation:

- a) The Bidder shall carefully examine all forms included in the solicitation package.

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- b) It shall be the responsibility of the Bidder to make any and all investigations necessary to become thoroughly informed of what is required and specified in the solicitation.
- c) Bidder shall inspect in detail the site of the proposed work or services and familiarize himself or herself with all the local conditions affecting the work or services and the detailed requirements of delivery, installation, or construction.
 - i) If the site of the work is an area restricted from the general public, an opportunity will be provided for Bidders to perform this inspection.
 - ii) If the site of the work is an area open to the general public, the Bidder may perform their inspection at a time of their choosing.
- d) No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist, because of failure or omission on the part of the Bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the Bidder.
- e) The submission of a Proposal shall be considered conclusive evidence that the Proposer has investigated and is satisfied as to all conditions to be encountered in performing the work or service, and is fully informed as to the character, quality, quantities, and costs of the work or services to be performed and materials to be furnished, and as to the requirements of the solicitation.

B-5) Offers:

- a) Exceptions to specifications and requirements must be clearly identified.
- b) Offers including goods or equipment must include Manufacturer's warranties, and/or guarantees.
- c) Offers including service during the warranty/guarantee period must include, in writing, any restrictions, and/or associated costs.
- d) FORMAL OFFERS must be submitted on the forms provided, completed in ink or typewritten, with all blank spaces filled in, properly signed in ink in the proper spaces and submitted in a sealed envelope and delivered to: **City of Wheaton 303 W. Wesley St.-1st Floor Finance Counter, Wheaton, IL 60187** prior to the bid opening date and time.
- e) Bidders may attach separate sheets of paper for the purpose of explanation, exception, or alternate proposal and to cover required unit prices. All such attachments must be no larger than 8.5 x 11 inches.
- f) No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent, initialed, and dated in ink by the person signing the offer.
- g) Offers must reference the project name and date of the Bid opening. Documents should not utilize binders, folders, or papers larger than 8.5 x 11.
- h) Bids shall be identified as such on the outside of the sealed envelope by marking the envelope "SEALED BID" and with the following information: Company name, address, item, or service proposing, date and time of opening.

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- i) Delivery of an offer is acceptance of the City's Agreement. Proposals containing terms and conditions contrary to those specified may be considered non-responsive.
- j) The City shall not accept an offer which is based upon any other offer, contract, or reference to any other document or numbers not included in the solicitation documents.

B-6) Order of Precedence:

- a) Wherever requirements are in conflict, the order of precedence shall be as follows: City Agreement, City Specifications, City Special Terms and Conditions, City General Terms and Conditions.
- b) City requirements take precedence over Bidder's offer.

B-7) Signatures as Offer:

- a) Solicitation documents, including but not limited to completed bid certification forms, shall be signed by an officer or employee of the Bidder having the authority to bind the company or firm by signature. All signatures must be properly done in ink in the proper spaces.
 - i) Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his/her usual signature.
 - ii) Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
 - iii) Corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter, and shall be attested to by the corporate secretary or other authorized officer of the corporation.
- b) The timely delivery of a signed bid is an offer to contract with the City based on the terms, conditions and specifications contained in the City's Invitation to Bid.
- c) If the offer is accepted, the Bidder shall be responsible for all errors in the offer resulting from the Bidder's failure to comply with these instructions and the City shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.
- d) An accepted offer shall become part of the Agreement entered into between the City and Bidder.

B-8) Modification/Withdrawal of Offers:

- a) A Bidder may correct, modify, or withdraw its offer by making a request in writing to the City Procurement Officer prior to the time and date of bid opening.
- b) All corrections and modifications must be delivered to the City Procurement Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction to the original offer submitted, and identifying the bid by name, number, and opening date.
- c) Offers may not be withdrawn after the due date without the approval of the Procurement Officer.

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- d) Negligence in preparing an offer confers no right of withdrawal or cancellation after opening / due date.

B-9) Timeframe and Consequences:

- a) It is the sole responsibility of the Bidder to ensure that the offer is received by the City Procurement Department prior to the bid opening date and time stated on the Notice to Bidders.
- b) Late offers will not be accepted or opened. Offers arriving after the specified bid opening date and time, whether sent by mail, courier, or in person, will not be accepted and will be refused and returned unopened. Any offer submitted to any other office or department of the City and received by the Procurement Department after the deadline for receipt of bids shall not be accepted. Mailed offers which are delivered after the specified bid opening date and time will not be accepted regardless of postmarked time on the envelope.
- c) E-mailed offers and facsimile machine transmitted offers will not be accepted.
- d) Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.
- e) No responsibility will attach to the City Procurement Officer or to the City for the premature or non-opening of an offer not properly addressed and identified, except as otherwise provided by law.

B-10) Public Openings:

- a) Formal offers, both sealed and electronic, will be publicly opened at the time and location stated. The Procurement Officer shall read the name of the Bidder and offered price. After the opening an apparent low bid will be announced. Award will be based on analysis of costs, deviations, City budget, and approval by City Council.
- b) Results of Openings will be published on the City's website within three (3) business days.
- c) Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to the solicitation process, to increase competition, and ways in which the City may achieve greater savings and increased transparency.
- d) Despite the reading of offers at a public opening, if the offers are thence rejected and thus subject to rebid, the read results will not be published and will be exempt from FOIA requests.

C. REQUIREMENTS:

C-1) Brand Names or Equal:

- a) Specifications are prepared to describe the goods and services which the City deems to be in its best interests to meet its performance requirements. These specifications shall be considered the minimum standards expected of the contractor.
- b) If an offer does not indicate deviations or alternatives to the specifications, the City shall assume the offer is fully compliant with all specifications.
- c) Specifications are not intended to exclude potential contractors. Any reference in the City's specifications to a brand name, manufacturer, trade name, catalog number or the like is descriptive, not restrictive, indicating materials that are satisfactory.

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- d) Consideration of other makes and models will be considered, provided the bidder submits a request for pre-approval by the last date for questions stated on the Notice to Bidders. Bidder should state exactly what they propose and attach a cut sheet, illustration or other descriptive matter which will clearly indicate the character of the item. A written response in the form of a public addendum will be published on the City's website.

C-2) Quantities:

- a) All quantities represent an estimate of the quantity of the work to be done and/or materials to be ordered. It is given as a basis for comparison of offers and to determine the awarding of the Contract.
- b) The City does not expressly or by implication agree that the actual quantities involved will correspond to the published estimate. The Bidder accepts that the quantities stated are estimates only and will not hold the City bound to said number.
- c) The City reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interests of the City.

C-3) Bid Bonds:

- a) When specifically requested by the City, Bidder shall provide a Bid Bond / Bid Deposit of 10% of the full Contract price. NOTE: for solicitations involving IDOT specifications and special provisions, this amount supersedes any amount specified by the Illinois Department of Transportation's Bureau of Local Roads and Streets ("BLRS") Special Provisions for Bidding Requirements and Conditions for Contract Proposals as may be incorporated on IDOT Form BLR 12200 and as may otherwise be incorporated as a special provision in the contract documents.
- b) If a Bid Bond (preferred), an original shall be submitted with the bid. If in the form of a certified check or a bank cashier's check made payable to the City of Wheaton. Checks will be retained by the City until an award is fully executed, at which time the checks will be promptly returned to the unsuccessful Bidders.
- c) The Bid Deposit check of the successful Bidder will be retained until the Contract has been executed and all required documents, including a Performance Bond if requested, are received.
- d) The Bid Deposit check of the successful Bidder shall be forfeited to the City if the Bidder withdraws its offer, or neglects, refuses or is unable to enter into a Contract within five (5) business days after Notice of Award.
- e) If Bidder chooses to use a Bid Bond, the Bid Bond must be in compliance with all bond requirements mandated by the State of Illinois.

C-4) Deviations to Requirements and Alternative Offers:

- a) If the Bidder is unable to meet most of the specifications but believes their product/work/services will meet the needs of the City, the Bidder should submit an Alternate Bid and include material specification sheets, performance data, or other documentation justifying consideration.
- b) If a Bidder plans to submit multiple offers, each offer must be packaged separately and identified on the outer envelope and on the cover page of the offer in a way that can be differentiated from the other offer(s).

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- c) The Procurement Officer reserves the right to make the final determination of compliance or whether any deviation or alternate is of an equivalent or better quality and which offer can best meet the needs of the City. Such determination shall be incorporated within the City's recommendation to the City Council.

C-5) Environmental Requirements:

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

C-6) Price:

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

C-7) For Projects Bid as Time and Material:

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

C-8) Discounts:

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

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C-9) Taxes:

- a) The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated to the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. Unit prices shall not include any local, state, or federal taxes.
- b) The City's Sales Tax Exemption Number is E9997-4312-07.

D. EVALUATION OF OFFERS:

D-1) Waivers and Rejection of Offers:

- a) The City reserves the right to waive any informality, technical requirement, deficiency, or irregularity in the offer. The City may conduct discussions with Bidders to further clarify the offer as may be necessary. Correction of the offer shall be affected by submission within 4 hours (e-mail or fax) of a corrected page with changes documented and signed.
- b) The City reserves the right to reject any and all offers in whole or in part, if it is in the public interest to do so, including, but not limited to: budgetary constraints, unclear solicitation documents, pricing aberrations, front end loading; mathematically unbalanced proposals/bids in which prices for some items are substantially out of proportion to comparable prices; materially unbalanced proposals in which material requirements for some items are substantially higher to comparable proposals; and other reasons deemed important to the City. The City further reserves the right to reject the Bid of any Bidder who, either in its own right or through an affiliation with another entity which the City has determined has not completed a prior project, whether with the City or elsewhere, because of the fault of the Bidder, its subcontractors or employees; has been declared in default on a prior contract whether with the City or elsewhere; has failed to complete a prior project in a timely fashion whether with the City or elsewhere; based on its work record, is not capable of performing the Contract whether due to lack of sufficient prior experience, as determined by the City, or any other reason; has a work record of its Subcontractors demanding direct payment from the owner; has a work record of its Subcontractors, employees, or material suppliers complaining to the City or other awarding authority regarding the Bidder's failure to pay them; has a record of complaints made to the City or other awarding authority by persons offended by the behavior of the Bidder, its Subcontractors or employees; or has a record of its failure to comply with State of Illinois and/or City laws or requirements. "Work record" and "record" constitutes a minimum of one event in the work history of the Bidder.
- c) The City reserves the right to accept or reject any offer in which the Bidder names a total price for all the work without breaking down requested material costs, labor costs, and/or overhead and profit.
- d) Multiple offers from an individual, firm, partnership, corporation, or association under the same or different names are subject to rejection unless specifically permitted in the solicitation. Reasonable grounds for believing that a Bidder is interested in more than one

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offer may result in rejection of all offers in which the Bidder is interested. Any or all offers will be rejected if there is any reason for believing that collusion exists.

- e) Nothing in this section precludes a firm from acting as a subcontractor to be included as a subcontractor for two or more prime contractors submitting a proposal for work or services. However, a subcontractor may not submit a proposal as a prime contractor, and a prime contractor may not submit a proposal as a subcontractor.
- f) If the City rejects all offers and concurrently provides notice of its intent to reissue the solicitation, the rejected offers remain exempt from FOIA disclosure requirements until the City awards or rejects the reissued solicitation.

D-2) Receipt of One (or too few) Offers:

If the City receives one or too few proposals, as defined by the City, the City may reschedule the due date. The offers received will either be:

- a) Returned unopened to the Bidder for re-submittal at the new due date and time, or
- b) If there are no changes in requirements, and pending Agreement with the Proposer, held until the new due date and time.
- c) If the City does not receive any bids from a publicly broadcasted solicitation, the City may negotiate with any interested parties.

D-3) Confidential Information:

- a) Bidders may be required to provide evidence of financial viability. This may be a Dunn and Bradstreet Report, a financial statement prepared by a licensed Certified Public Accountant showing the Bidder's financial condition at the end of the past fiscal year, or annual report.
- b) Bidders may be required to provide other information which they consider proprietary and confidential, and if made known to the public, may affect their ability to compete in the marketplace. Said information is subject to the requirements of the Illinois State Freedom of Information Act ("FOIA"), 5 ILCS 140 *et seq.*, which requires the disclosure of public records upon request unless the records are specifically exempt from disclosure.
- c) Pursuant to FOIA, the following shall be exempt from inspection and copying: "(g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(g).
- d) Bidders considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

D-4) Determining Responsibleness of the Bidder:

- a) The City reserves the right to determine the competence, the financial stability, and the operational capacity, of any Bidder.
- b) Upon request by the City, Bidders shall furnish evidence for the City to evaluate their resources and ability to provide the goods and services required. Such evidence may include, but not be limited to tour of facilities, staffing levels, listing of equipment and

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vehicles, listing of personnel's qualifications, certificates, licenses; listing of committed but not yet completed orders; financial statements.

- c) Bidder may be required to submit samples of items within a specified timeframe and at no expense to the City. If not destroyed in testing, samples will be returned at the Supplier's request and expense. Samples which are not requested for return within thirty (30) days will become the property of the City.
- d) Bidders may be required to affect a demonstration of the item or service being proposed. Such demonstration must be at a site convenient and agreeable to the affected City personnel and at no cost to the City.
- e) Bidders may be required to provide references. The City reserves the right to contact said references or other references that may be familiar with the Bidder. The City reserves the right to eliminate a bidder who has not demonstrated the required years of service within the required specialty.
- f) Bidders may be required to provide their internal policy on sustainability.
- g) The City reserves the right to determine if such information might hinder, influence the quality of the work specified, or prevent the prompt completion of additional work such as future maintenance and service.

D-5) Selection Process:

- a) The City endeavors to select the offer meeting the best interests of the City as stated by its City Council based on the totality of lawful considerations.
- b) The City's determination of best overall value may include consideration of the City's internal cost structure for meeting requirements, such as the City's inventory carrying costs, ordering lead times, equipment maintenance costs, standardization, available project management resources, and items typically identified with and relating to a "Life Cycle Cost Analysis".
- c) The City will consider the following non-exclusive list in determining award: soft costs of contract management; total cost of ownership factors such as transition costs, training costs, additional requirements such as spare parts and special tooling.
- d) The City will contact references to verify bidder's ability and skill to perform the work required based on past work of similar nature, quality of work, proactive nature of work crew, adherence to the project's production schedule and proposed price constraints, and references' experience if the Contractor has character, integrity, and a reputation for good judgment.
- e) If the City's evaluation yields a concern with the potentially recommended bidder's ability, the City reserves the right to require a Performance Bond at no additional cost to the City.
- f) Should identical low, responsive, and responsible bids be received from two or more Bidders, the City shall exercise one of the following tie breaking methods:
 - (i) Tie Bid (two suppliers): The Procurement Officer, with a witness present, may flip a coin with heads representing the Offeror whose name appears first in alphabetical order. If the toss is heads, said Offeror will receive the recommendation to award.

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- (ii) Tie Bid (three or more suppliers): The Procurement Officer, with a witness and each vendor present, shall shuffle a new deck of playing cards and have each Offeror cut the cards. The Offeror who cuts the highest card (with Ace high) shall be recommended for award.

D-6) Award:

- a) Except as otherwise stated, bidders will be awarded within ninety (90) days from the opening date.
- b) Award is based on the lowest responsive responsible offer; offering the lowest life-cycle cost; providing the best overall value to the City; and deemed most advantageous to the City, price and other factors considered.
- c) When there is a Base Bid and Alternates, the low bidder shall be the lowest responsible and responsive bid submitted for the best combinations for the City. If all Bids and Alternate exceed the project budget, the City reserves the right to award to the bidder presenting the best alternatives for the City.
- d) When there is a Base Bid and Options, the low bidder shall be the lowest responsible and responsive bid submitted for the best combinations for the City.
- e) The City reserves the right to award by item, part or portion of an item, group of items, in the aggregate, or to reject any and all offers in whole or in part according to the best interests of the City.
- f) Bidder may restrict their offer to consideration in the aggregate by so stating on the proposal form but must name a unit price on each item.
- g) The successful Bidder may be required to enter into a Contract with the City of Wheaton covering all matters set forth in the solicitation document, and addenda.

D-7) Reservation of Rights:

This solicitation does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals/bids or in anticipation of a contract. The City expressly reserves the right to:

- a) Make the selection based on its sole discretion;
- b) Postpone bid opening for its own convenience;
- c) Consider and accept alternate Proposals/Bids, if specified in the solicitation, when most advantageous to the City;
- d) Waive any informality and minor deviations from the specifications provided they do not affect competition;
- e) Waive any minor informality in any Proposal/Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Proposer/Bidder);
- f) Add additional terms or modify existing terms in the solicitation documents;
- g) Solicit new Proposals/Bids;
- h) Accept other than the lowest offer;
- i) Negotiate with any, all, or none of the Bidders;
- j) Approve or disapprove the use of particular subcontractors; and/or

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- k) Otherwise solicit proposal or quotations if some other manner of negotiation better serves the City's interests.

E. REQUIREMENTS IF AWARDED THE WORK:

E-1) Agreement: The successful Bidder, if awarded by Agreement, shall be required to enter into an Agreement with the City of Wheaton covering the services or work to be provided and shall execute all legal certifications and compliance with laws documentation required by that Agreement.

E-2) Prevailing Wage Act:

Prevailing Wage Act **DOES NOT APPLY**

Prevailing Wage Act **APPLIES.** The Illinois Prevailing Wage Act, 820 ILCS 130/4 requires contractors and subcontractors to pay laborers, workers, and mechanics performing work under this contract no less than the "general prevailing rate of wages" (hourly cash plus annualized fringe benefits) and "general prevailing rate for legal holiday and overtime work" for Du Page County, Illinois as ascertained by the Illinois Department of Labor or a court on review. The selected Bidder and all its subcontractors shall be responsible for checking the Illinois Department of Labor web page at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>

to ensure that they are paying the current prevailing rate of wages.

All contractors and subcontractors rendering services under this contract shall comply with all requirements of the Illinois Prevailing Wage Act, *including, but not limited to*, all wage, notice and record keeping duties, as more fully set forth in the "Special Provisions for: Wages of Employees on Public Works" contained in Group Exhibit A to this Agreement. Contractor shall insert into each subcontract and into the project specifications for each subcontract a provision stating to the effect that no less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract.

All bonds provided by Contractor and any subcontractor under the terms of this Agreement shall include such provisions as will guarantee the faithful performance of the Contractor and subcontractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

The Contractor shall indemnify the City for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

E-3) Insurance:

- a) The successful Bidder, if awarded by Agreement, shall be required to carry insurance acceptable to the City.
- b) Contemporaneous with the successful Bidder's execution of an Agreement with the City of Wheaton, the successful Bidder shall provide certificates of insurance with endorsements, including those of subcontractors, and waivers of subrogation all in

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accordance with the Special Provisions for Insurance Coverage of Construction Services (Agreement Exhibit C), and shall list the City of Wheaton and Strand Associates, Inc. as an additional primary insureds under the Bidder's general liability insurance policy.

- c) The Bidder's obligation to purchase stated insurance cannot be waived by the City or Strand Associates, Inc's action or inaction.

E-4) Performance and Payment Bonds:

Performance and Payment Bond **NOT Required.**

Performance and Payment Bond IS Required. The successful Bidder, if awarded by Contract, shall be required to provide a performance and payment bond through a bonding company listed on the Department of Treasury's Listing of Approved Sureties: <https://www.fiscal.treasury.gov/fsreport/ref/suretyBnd/c570.htm>. The surety must be in compliance with any bond requirements mandated by the State of Illinois and by City Agreement. All bonds provided by Contractor and any subcontractor shall include such provisions as will guarantee the faithful performance of the Contractor and subcontractor's obligations under the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

E-5) Maintenance Bond:

Maintenance Bond **NOT Required.**

Maintenance Bond IS Required. The successful Bidder shall be required to furnish a Maintenance Bond equal to ten percent (10%) of the final contract price for the faithful performance of the Bidder's obligation to maintain and keep in good repair, the work herein contracted to be done and performed for one (1) year from the date of final acceptance by the City.

E-6) Security Clearance:

- a) Background checks inclusive of finger printing may be required for employees, agents, and subcontractors of the Bidder working in secured areas on City property. The successful Bidder shall submit a list of employees', agents and subcontractor names to the Project Manager who will coordinate the background checks with the police department.
- b) Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and shall not be allowed to work under this Agreement.

F. AUDIT:

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

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G. PROTESTS:

- G-1)** Any Bidder who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issue may initiate a protest.
- a) Protests involving the solicitation process or stated requirements must be presented in writing via e-mail to the Procurement Officer no later than the last date for questions as reflected on the cover page of this document.
 - b) Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Procurement Officer no later than three (3) business days after bid results are publicly posted.
- G-2)** Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available), identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).
- G-3)** A person filing a notice of protest will be required, at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or \$1,000, whichever is less.
- a) If the decision of the protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Proposer filing the protest.
 - b) If the decision of the protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
 - a) Upon receipt of the notice of protest, the Procurement Officer shall stop the award process. The Procurement Officer will rule on the protest in writing within two (2) business days from receipt of protest.
 - b) Appeals of the Procurement Officer's decision must be made in writing within two (2) business days after receipt thereof and submitted to the City Manager for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
 - c) The City Manager's decision is final.

H. OTHER ENTITY USE:

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

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

GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION

- 1) **DEFINITIONS:** The following words and phrases, when used in these General Terms and Conditions for Contractors shall have the meanings as specified herein.
 - a) **Agreement:** The written contract between the City and the Contractor covering the work or services to be performed, which includes all other documents that are attached to the Agreement or incorporated by reference and made a part thereof. It shall be understood that the words “Contract” and “Agreement” are synonymous in these documents.
 - b) **City:** The City of Wheaton, Illinois, an Illinois Municipal Corporation
 - c) **Offer:** A signed proposal or bid that is timely delivered to the City.

- 2) **CONTROLLING DOCUMENT:**

For contracts that incorporate the IDOT “Standard Specifications for Road and Bridge Construction,” Adopted January 1, 2022 (the “Standard Specifications”) or Supplement Specifications and Recurring Special Provisions: Where these General Terms and Conditions for Contractors are inconsistent with any provision of the Standard Specifications or the Supplemental Specifications and Recurring Special Provisions, these General Terms and Conditions shall control.

- 3) **AGREEMENT ADMINISTRATION:**
 - a) A “Notice to Proceed” order will be issued by Procurement upon confirmation of a properly executed Agreement.
 - b) Once the “Notice to Proceed” order is issued, the Contractor's primary contact with the City will become the Project Manager.
 - c) The Project Manager’s primary responsibility is to assure the City receives the contracted services in accordance with the terms and conditions and specifications of the Agreement. The Project Manager will but is not limited to oversee the entire project from kick-off activities through close out and payment of final invoice; monitor equipment, materials, and project progress; address any quality issues and change orders; verify schedule of values, output, schedule status; conduct random inspections.
 - d) The Contractor shall provide the name and contact information of a key Representative to the Project Manager who can be contacted during time of emergency or at any hour City staff sees fit to do so.
 - e) If security clearance is required for this work, it shall be pursued at this time.

- 4) **COMMUNICATIONS PLAN:**
 - a) The Contractor shall designate an individual who must be present, at all times, on the site and who will serve as the Contractor’s authorized representative throughout the completion of the Work and who shall be readily available to respond to communications. This individual must be a competent, English-speaking individual who is capable of reading and understanding the Agreement documents. This representative shall be subject to receive instructions and have full authority to execute the directions, without delay, and promptly supply any necessary labor, equipment, material, or incidentals to do so. If any person employed shall refuse or neglect to obey the directions of the Project Manager, in anything relating to the Work, or shall appear to be incompetent, disorderly, or unfaithful, he/she shall, upon request of the City, be at once discharged and shall not be employed again on any part of the Work.

GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION

- b) The Contractor shall provide the name and phone number of the Contractor's representative who, in the case of an off-hours emergency can be readily accessible and be available for quick response to the site. If that person does not respond within the period of time requested all reasonable costs, including the payment of overtime wages or charges, shall be deducted from payments due the Contractor. Contractor shall immediately notify the Project Manager in writing of any change in the identity and telephone number of the Contractor's representative.
- c) The Contractor is required to provide the City's Project Manager with written/e-mailed bulletins addressing the status of the project throughout the life of the Agreement.
- d) The bulletins shall cover all work performed and completed and shall confirm the schedule of the work yet to be performed. It shall also state any assumptions and/or exclusions.
- e) The bulletin shall identify problems encountered, or still outstanding, with an explanation of the cause and resolution of the problem or how the problem will be resolved.
- f) The Contractor will be responsible for conducting status meetings with the Project Manager as scheduled. The meetings can be in person or over the phone, at the discretion of the City.

5) DOCUMENTS:

- a) Contractor shall maintain at the job site a complete and current set of drawings, plans and Agreement documents; bulletins, supplemental instructions, proposals, change orders, subcontractor's proposals, supplier's invoices, all written requests, and responses to each required change.
- b) All documents shall accurately reflect the current status of all pertinent data including changes in the line-item quantities and contract sum attributed to change orders.
- c) All documents shall be available to the Project Manager.
- d) All documents shall be available for auditing purposes, Freedom of Information Act compliance requirements, and other reasons necessitated by the City.

6) MATERIAL AND EQUIPMENT:

- a) If the offer identifies an item by manufacturer's name, trade name, catalog number, or reference, the Contractor shall furnish the item so identified and shall not propose to furnish an "equal".
- b) If the identified item is no longer available, the City shall approve any proposed "equal" prior to order placement. The City will not incur any additional costs for the "equal".
- c) All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest-grade workmanship.
- d) Contractor shall provide documentation that any and all Hazardous Material created during the performance of the project work has been disposed of or recycled in compliance with the "Standards for Universal Waste Management", as set forth in Title 35, Part 733 of the Illinois Administrative Code, and other applicable State, Federal and local regulations.
- e) All material or equipment furnished shall meet the minimum requirements of Occupational Safety & Health Standard (OSHA) published in the Federal Register, U L, or other nationally recognized certifying body.
- f) Contractor shall store all volatile materials in covered metal containers and remove from the project site daily.

GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION

- g) Contractor shall provide adequate ventilation when using volatile or noxious substances or materials.

7) **SUBSTITUTIONS:**

- a) No substitutions shall be considered after Notice of Award except under one or more of the following conditions:
 - i) Substitution required for compliance with final interpretations of code requirement or insurance regulations.
 - ii) Unavailability of specified products, through no fault of the Contractor.
 - iii) Subsequent information discloses inability of specified product to perform properly or to fit in designated space.
 - iv) Manufacturer /fabricator refusal to certify or guarantee performance of specified product as specified.
 - v) When a substitution would be substantially to City's best interest.
- b) Substitutions shall not be considered when items are indicated or implied on shop drawings or product data submittals without formal request.

8) **REQUESTS FOR SUBSTITUTION:**

- a) Requests for substitution shall be submitted to the attention of the Project Manager. Include documentation confirming compliance of proposed substitution with Agreement documents.
 - i) For products include Product description and identification, manufacturer's name, and address. manufacturer's literature, performance and test data, reference standards, samples, name, and address of similar projects on which product was used and dates of installation.
 - ii) For construction methods include a detailed description of proposed method, drawings illustrating methods, itemized comparison of proposed substitution with product or method specified, statement regarding the effect of the substitution to the construction schedule.
- b) Identify: changes or coordination required, other contracts affected, accurate cost data on proposed substitution in comparison with product or method specified.
- c) Contractor attests that he has personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified; that he will provide the same guarantee for substitution as for product or method specified; that he will coordinate installation of accepted substitutions into the work, making all changes for work to be complete in all respects.
- d) Cost data must include all related costs under contract but excludes owner's redesign, administrative costs of owner, costs under separate contracts.
- e) Contractor shall pay all additional costs and expenses for owner and other contractors.
 - i) Acceptance of substitution shall require substantial revision of plans, drawings, and Agreement documents for all related projects.

9) **DELIVERY AND STORAGE:**

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

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- b) Failure to deliver within a reasonable lead-time as determined by the City, shall constitute authority for the Procurement Officer to purchase in the open market items of comparable grade to replace the items not delivered.
- c) Contractor shall accept material and equipment delivered to the job site and shall be responsible to store all items in accordance with the manufacturer's written instructions, handling, and protection from weather, damage, and theft for the duration of the Agreement. Contractor shall be responsible for losses.
- d) Material delivered shall remain the property of the Contractor until:
 - i) A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
 - ii) Material is determined to be in full compliance with the solicitation documents and executed Agreement.
 - iii) Where circumstances or conditions exist preventing effective inspection of the goods at the time of delivery, the City reserves the right to inspect the goods within a reasonable time after delivery.
- e) Contractor assumes full responsibility for protection and safekeeping of the Contractor's own materials and equipment stored on premises, shall move, if necessary, all stored products which interfere with operations of the City.
- f) Unless otherwise specified, packaged material shall remain in original containers with labels intact and seals unbroken.
- g) The Contractor shall submit a **Safety Data Sheet (SDS)** prior to or at the time of delivery for any/all toxic substances per Public Act 83-240, OSHA standards or any other applicable law.

10) NONCONFORMING MATERIALS:

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

11) MANUFACTURER'S REQUIREMENTS:

- a) All work must be performed according to manufacturer's stated recommendations.
- b) If manufacturer's stated recommendations conflict with specifications, issues should be addressed in writing to the Project Manager prior to proceeding with any work.

GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION

- c) If manufacturer's stated recommendations include required services not listed within the specifications, said services shall be considered as inherent to the City's specifications and offers shall include said services.
- d) All work shall be performed consistent to industrial performance standards.

12) PERMITS AND LICENSES:

- a) The successful Contractor shall be responsible for obtaining, at his or her own expense, all permits and licenses which may be required to complete the Agreement.
- b) Contractor represents that it, its employees, agents, and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state, and local laws, regulations, and ordinances applicable to the performance of this Agreement.

13) CONTRACTOR USE OF PREMISES:

- a) Contractor shall confine operations at the site to areas permitted by all laws, ordinances, and permits, as well as the Agreement documents.
- b) The Contractor shall control operations to avoid interference with normal traffic flow on and around the site; when necessary, provide barriers, warning lights, and signs as required to protect workers and the public.
- c) Contractor shall limit use of premises for work, storage of material and equipment, and parking of worker's automobiles.
- d) Contractor shall conduct operations in a manner that avoids interference with use of the building and building operations and which protects persons and property.
- e) If utility shutdown is required, Contractor shall provide the Project Manager two (2) days advanced warning and an estimation of the duration of required utility shutdown.

14) UTILITY LOCATION:

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

15) CONTRACTOR IDENTIFICATION

- a) For security purposes, all contracted service providers shall be clearly identified with company photo id and company attire.
- b) Upon Project Manager's approval, Contractors requiring unrestricted mobility within designated facilities shall require a City of Wheaton Contractor photo id.
- c) Contractor's advertising decals, stickers or other signs shall not be affixed to equipment or visible to the public.

16) MANUALS AND DOCUMENTS:

- a) The Contractor shall submit to the City such operating and maintenance manual and repair part lists as required by the nature of the work.

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17) **CLEANING:**

- a) Contractor shall maintain premises and public properties free from accumulation of waste, debris, and rubbish caused by construction operations. Cleaning and disposal operations shall comply with Federal, State, and local ordinances and anti-pollution laws.
- b) Contractor shall provide on-site metal containers for collection of waste materials, debris, and rubbish.
- c) At completion of work, the Contractor shall: sweep paved areas broom clean; remove waste materials, rubbish, tools, equipment, machinery, and surplus materials; clean all sight-exposed surfaces and leave project area clean and ready for use; clean the project site, yard, grounds, and landscaped areas; remove petro-chemical spills, stains, and other foreign deposits; clean plumbing fixtures to a sanitary condition, free of stains.
- d) Contractor touch-up and otherwise repair and restore marred exposed finishes and surfaces.
- e) If Contractor fails to clean up as provided in this paragraph, the City may do so, and the City shall be entitled to reimbursement from the Contractor.

18) **PARKING:**

- a) The Contractor shall not permit its employees, agents, or any subcontractor's and their employees to park their vehicles or store equipment or materials adjacent to the traveled right-of-way where it may be a hazard to traffic.
- b) A clear distance of at least thirty (30) feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the City.

19) **SAFETY AND HEALTH:**

- a) All Occupational Safety and Health Administration (OSHA) standards apply.
- b) Volatile wastes shall be stored in covered metal containers and removed from premises daily.
- c) Adequate ventilation shall be provided during use of volatile or noxious substances.
- d) Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work required under the Agreement.
- e) Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (i) employees on the project and other person who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of Contractor or subcontractors; and (iii) other property at the project site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- f) Contractor shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

20) **CHANGE ORDER PROCEDURE:**

The City reserves the right to make changes to the Scope of Work or Scope of Services by altering, adding to, or deducting from the work, or services, or by making changes to any applicable plans and specifications, without invalidating the Agreement. All such changes shall be executed under

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the conditions of the original Agreement, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

- a) Issuance of a memo or verbal approval shall not be considered a Change Order and is not authorization to proceed.
- b) A change order is a change in a contract term, other than as specifically provided for in the contract, that authorizes or necessitates any increase or decrease of the cost of the contract or in the time of completion or in scope of the work.
- c) Should the Contractor consider that a change in the specified work or services, the Agreement sum, or Agreement time is required, he shall initiate a change order and submit it to the Project Manager for documented approval before proceeding with the work or services.
- d) A fully executed and approved City of Wheaton Change Order Form shall be required with any and all changes in Agreement amount/cost, in time for completion of services or work, in scope to the extent that it results in a change in Agreement amount/cost or timeframe, or any combination thereof and shall become incorporated into the Agreement upon City approval. Issuance of a memo or verbal approval shall not be considered a Change Order and is not authorization to proceed.
- e) Change Orders shall describe the City approved change(s), shall refer to the Contractor's recommended proposed change, and shall be signed by the City and the Contractor prior to implementing the change.
- f) All Change Orders shall clearly identify the impact of cost and the effect on time required to perform the work or services associated with the proposed change.
- g) If the Contractor's proposed change(s) is found to be satisfactory and in proper order, and both parties agree upon cost or credit and timeframe for the change, the City will authorize the documented Change Order which will become incorporated into the previously executed Agreement upon the parties' execution of the Change Order.
- h) Approved Change Orders shall be numbered in sequence and dated and shall be preserved in the contract's file which shall be open to the public for inspection.
- i) From time to time during progress of the work, the City may issue a bulletin which interprets the Agreement documents or orders minor changes in the work or services without change in Agreement amount/price or Agreement time. The issuance of such a bulletin is not to be considered a Change Order.
- j) Any proposed changes that increase the Agreement amount/price or the costs to be expended by Contractor shall require the approval of the City before such changes may be made.
- k) Any work or services that are performed beyond the approved Agreement scope or Agreement amount/price shall not be paid with the City's prior written consent.
- l) Overhead and Profit shall be shown on all change orders and shall include all costs not covered under material or labor, such as fixed costs and taxes. The Overhead and Profit shall not exceed 15% of the total work to be completed in a given change order, utilizing a fair and rational unit price of the work to be completed.
- m) The Public Works Construction Change Order Act, 50 ILCS 525/5 et seq. shall apply to all change orders for the Project.
- l) Whenever the quantity of any pay item as given in the proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such pay time named in the proposal.

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- m) Should a condition arise that requires immediate action to avoid a work stoppage, delay, and/or extra cost, or that is deemed an emergency or an imminent threat to the safety of employees of the City, contractors, or the general public, a change order may be approved by the Project Manager, with the verbal consent of the City Manager. All such Emergency Change Orders shall be provided to the City Council as soon as all documents become available.

21) PAYMENT:

- a) A schedule of dates when Applications for Payments must be submitted shall be determined at the pre-construction meeting. Payments shall be issued once per month. Invoices shall be submitted for review one (1) week prior to City Council meetings. A schedule of City Council meetings shall be provided to the Contractor at the pre-construction meeting.
- b) City shall pay Contractor or cause the Contractor to be paid an amount equal to the estimated value of the Work the Contractor performed less a retained amount in accordance with the following:
 - i. The City shall retain ten percent (10%) from each payment due the Contractor to ensure the Contractor's satisfactory performance.
 - ii. After the Contractor completes fifty percent (50%) of the Work to the City's satisfaction, the City may reduce any retained amount during the remaining progress of the Work provided Contractor continues to make satisfactory progress and there is no specific cause for greater withholding.
 - iii. The City may use the retained amounts to remedy any defective or uncorrected Work. At the time of the final payment, the City may apply any retained amounts to offset any approved adjustment or authorized deduction to the Contract Price.
- c) All Applications for Payment shall include the following:
 - i. Agreement Number;
 - ii. Name of the Project;
 - iii. Name of the Contractor;
 - iv. Invoice-Voucher;
 - v. Contractor's Affidavit and Sworn Statement itemizing the portions of the work performed and deliverables received with the price depicted;
 - vi. Waivers of Lien from Prime Contractor and all laborers, subcontractors, and sub- subcontractors and suppliers;
 - vii. Warranties and Guarantees (if applicable)
 - viii. Stored Material Log (if applicable) providing (a) Contractor evidence of title to such materials and equipment and (b) a certificate of insurance showing the City and the County of DuPage as an additional insured and showing the amount of insurance coverage for the stored materials for materials stored off-site.

The failure to provide all of the above shall delay payment to Contractor .

- d) To fulfill the Waiver(s) of Lien requirement for Applications for Payment, the First Application for Payment, shall be accompanied by the Prime (General) Contractor's partial waiver of lien, called "Waiver of Lien to Date," for the full amount of payment due.
- e) Each subsequent Application for Payment shall be accompanied by the Prime (General) Contractor's Waiver of Lien to Date, plus the partial waivers of lien of Laborers, Subcontractors

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and Material Suppliers from all laborers, subcontractors, sub-subcontractors, and suppliers who were included in the immediately preceding payment application, to the extent of that payment.

- f) The final Application for Payment shall be accompanied by the Final Waiver of Lien for the full amount of the contract from the Prime (General) Contractor, and all laborers, subcontractors, sub-subcontractors, and suppliers, including those who have not previously furnished partial or final lien waivers.
- g) Approved Applications for Payment shall be paid in accordance with this Agreement and the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the Invoice. Each payment requires the City Council's approval which occurs at publicly scheduled meetings.
- h) The City reserves the right to make payments to Contractor pursuant to this Agreement through its Purchasing Card Program, MasterCard.
- i) Any Applications for Payment submitted to the City after six (6) months from the date that the progress Work for which payment application is being made was completed, shall not be paid.
- j) Payment shall be made to the Contractor awarded this Agreement. Under no circumstances will a third party be reimbursed.

22) CONTRACTOR SERVICE ISSUES:

- a) Recourse for non-compliant construction services shall be managed, in any order, via (a) Punch List, (b) Retainage and/or (c) Performance Bonds.
- b) The City shall have the right, but not the obligation, to repair, rebuild, or otherwise restore City property damaged by Contractor or his or her employees, agents, or subcontractors and shall have the right to: (i) withhold payments to Contractor to recover any costs incurred by the City for repairing, rebuilding or otherwise restoring City property damaged by Contractor, or its employees, agents or subcontractors; or (ii) if no payments to Contractor remain due, to seek reimbursement of costs incurred by the City for repairing, rebuilding, or otherwise restoring City property damaged by Contractor, or its employees, agents, or subcontractors from Contractor.
- c) The City shall have the right, but not the obligation, to complete or correct all or any part of the Services or Work that Contractor failed, refused, or delayed to perform as required by the Agreement and to: (i) withhold payments to Contractor to recover any costs the City incurs for completing or correcting any part of the Services; or (ii) if no payments to Contractor remain due, to seek reimbursement of costs incurred for completing or correcting any part of the Services from Contractor.
- d) When the City incurs such costs as described in paragraphs 22(b) and 22(c) above, and seeks reimbursement, the City shall submit an invoice to Contractor for payment of such costs which shall be paid by Contractor within 30 days of the date of the invoice.

23) PROCESS TO TERMINATE:

- a) The service provider shall not be reimbursed until services are compliant.
- b) If services continue to remain non-compliant, Procurement will prepare a formal Letter of Warning addressing the Contractor's Failure to Comply.
- c) If Contractor fails to achieve required results within stated timeframe, Procurement will terminate this Agreement.

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- d) The City shall have the right to terminate this Agreement, with or without cause, upon fifteen (15) days written notice to the Contractor. The Contractor shall be paid for all work performed in conformance with the Agreement through the effective date of the not for cause termination.

24) PROTECTION OF PROPERTY:

- a) The Contractor shall protect public and private property, structures, utilities, landscaping, and work of any kind against damage or interruptions of service that may result from its activities.
- b) The Contractor shall repair, replace, or restore any damage, injury, or loss to any of the above public or private property at its expense and to the City's satisfaction.
- c) Should the Contractor fail to perform its obligations hereunder, the City may make good any damage to public or private property caused by the Contractor. The cost thereof shall be deducted from payment(s) to Contractor.

25) WARRANTY/GUARANTEE PERIOD:

- a) The Contractor warrants that all goods furnished hereunder will conform in all respects to the terms of this Agreement, including any drawings, specifications, or standards incorporated herein, and/or that defects in goods are free from defects in design. Contractor also warrants that the goods are suitable for and will perform in accordance with the purposes for which they are intended.
- b) The Contractor agrees that the supplies or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and to not limit any rights afforded to the City by any other clause of this contract or by law.
- c) The Contractor shall provide the City with a warranty on materials and workmanship equal to one (1) year or the duration of the manufacturers' warranty, whichever is greater. Warranty periods shall commence on the date on which the City approved final completion of the project.
- d) Contractor shall transfer to the City any manufacturers' warranties which it has for materials used in connection with this project.
- e) If within the warranted guaranty period any defects or signs of deterioration are noted which, in the opinion of the City, are due to faulty design and installation, workmanship, or materials, the City shall notify the Contractor. Warranty work shall be completed at Contractor's sole cost and expense. For all warranty repair and/or maintenance, Contractor shall be responsible for all shipping and/or freight costs from City's designated location to Contractor's facility and for the subsequent return to City's designated location. Replacement parts of defective components shall be supplied at no cost to the City. Shipping costs for defective parts required to be returned to the Contractor shall be paid by the Contractor.

26) ILLINOIS PROPERTY TAX CODE (35 ILCS 200/18-50.2) REPORTING REQUIREMENTS:

The City is required under Section 200/18-50.2 of the Illinois Property Tax Code (35 ILCS 200/18-50.2) to collect and electronically publish information from vendors/contractors, and sub-vendors/subcontractors pertaining to their status as a minority-owned, women-owned, or veteran-owned business. Vendors/Contractors seeking contract award are required to complete the City's Vendor/Contractor/Subcontractor Information Reporting Form and return with their submittal to the City. This information will be electronically published on the City's website in compliance with

GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION

the Property Tax Code's vendor information collection and reporting requirements. Current City Vendors/sub-vendors/contractors/subcontractors should return this form to the City within thirty (30) days of receipt of this form from the City. Additionally, vendors/contractors are required to provide this form to all sub-vendors/subcontractors providing goods, work, or services to the City and shall return completed forms to the City's Procurement Officer prior to the subcontractor's performance of work or services.

EXHIBIT C

Special Provisions for: Insurance Coverage for Construction Work

Before commencing Work, the Contractor and each of its agents, subcontractors, and consultants hired to perform the Work, shall purchase and maintain for the duration of the Contract insurance coverage which will satisfactorily insure the Contractor and where appropriate, the City of Wheaton (the "City") and Strand Associates, Inc. ("Engineer") against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work required by the Contract and the results of that Work by the Contractor, his or her agents, representatives, employees or subcontractors. Such insurance shall be issued by companies that are authorized to do business in the State of Illinois and that are acceptable to the City.

A. Minimum Scope and Limit of Insurance Coverages. The Contractor shall purchase and maintain the following insurance coverages with the specified minimum limits of liability until all Work required under the Contract has been completed and accepted by the City, except as otherwise provided, such as in the case of completed operations coverage:

A.1. Commercial General Liability ("CGL") Insurance protecting the Contractor against any and all liability claims for damages for personal and bodily injury, and damages to property which may arise directly or indirectly from or in connection with the performance of the Work under this Contract. Coverage shall be at least as broad as that of the current Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with a limit of not less than **ONE MILLION DOLLARS (\$1,000,000)** for each occurrence and a general aggregate limit of not less than **TWO MILLION DOLLARS (\$2,000,000)**.

A.1.a. The City of Wheaton and Strand Associates, Inc. ("Engineer") shall be added as an additional insured to the Contractor's Commercial General Liability Policy.

A.1.b. Contractual Liability Coverage shall be provided under the Commercial General Liability policy and if not covered under such policy, then a "Broad Form Contractual Liability Coverage" Endorsement shall be included, and the certificate of insurance filed with the City shall show such contractual liability coverage has been obtained. Contractor shall also provide a copy of the Contractual Liability coverage policy language or endorsement to the City prior to the commencement of Work. Contractual Liability coverage shall not be removed or limited by ISO Form CG 21 39 (Contractual Liability Limitation Endorsement) or ISO Form CG 24 26 (Amendment of Insured Contract Definition).

A.1.c. Explosion, Collapse and Underground liabilities (XCU) coverage shall be included in the CGL policy and shall not be removed from the policy with the following ISO Form exclusions: CG 21 42 or CG 21 43. In the event Explosion, Collapse and Underground liabilities are not covered in the CGL policy, then the CGL insurance shall include an "Explosion, Collapse, or Underground Coverage" Endorsement to the CGL policy.

A.1.d. Products and completed operations coverage shall be maintained for a minimum of three (3) years after the time the Work under this Agreement is completed. Contractor shall

furnish the City evidence of continuation of such insurance at final payment and three (3) years thereafter.

- A.2. Commercial Automobile Liability Insurance** covering all vehicles used in connection with the Contract, whether owned, non-owned, or hired vehicles and whether on or off of the City's premises with coverage limits of not less than **ONE MILLION DOLLARS (\$1,000,000)** per accident for bodily injury and property damage, combined single limit.
- A.3. Umbrella or Excess Liability Insurance** coverage of not less than **ONE MILLION (\$1,000,000)** per occurrence.
- A.4. Worker's Compensation Insurance** covering all employees to be engaged under this Contract shall be procured and maintained in strict accordance with the limits required by the applicable State of Illinois Worker's Compensation Insurance Laws. The **Employer's Liability** coverage under the worker's compensation policy shall have limits not less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** for each accident/injury and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** for each employee/disease and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** policy limit.
- A.4.a.** The workers' compensation policy shall provide a waiver of subrogation (a/k/a Waiver of our Right to Recover from Others Endorsement), **to the City of Wheaton and Strand Associates, Inc. ("Engineer")**.
- A.5. Environmental Legal Liability Insurance ("ELL")** applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the Contractor's performance under this Contract. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance shall apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least **TWO MILLION DOLLARS (\$2,000,000)** per loss, with an annual aggregate of at least **FOUR MILLION DOLLARS (\$4,000,000)**.
- A.5.a.** Any retroactive date applicable to ELL insurance coverage under the policy shall be the same as or precede the Effective Date of this Contract, and continuous coverage shall be maintained for a period of five (5) years beginning from the time the Work under this Contract is completed or if coverage is cancelled for any reason the policy's extended discovery period, if any, will be exercised for the maximum time allowed.
- A.5.b.** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
- A.5.c.** A copy of the claims reporting requirements shall be submitted to the City for review.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. Other Insurance Provisions. The insurance policies shall also contain, or be endorsed to contain, the following provisions:

B.1 Additional Insured Status. The City, its officers, elected officials, employees, agents, volunteers, and Strand Associates, Inc. (“Engineer”) shall be covered as additional insureds on all policies required above in Section A, except for Worker’s Compensation and Employer’s Liability Insurance, with respect to liability arising out of or in connection with the Work or operations performed by or on behalf of the Contractor, and the results of that Work, including materials, parts, or equipment furnished in connection with such Work or operations. Additional Insured CGL coverage can be provided in the form of an endorsement to the Contractor’s insurance which shall be at least as broad as ISO Form CG 20 10 11 85 (which provides both ongoing operations and completed operations coverage) if available or if not available, through the addition of CG 20 10 (covers ongoing operations) **with** CG 2037 (covers completed operations) or equivalent.

B.2. Primary and Non-contributory. Each policy required above in Section A, including umbrella/excess, shall state that the insurance provided to the additional insureds is primary and non-contributory to any other insurance available to the additional insureds which covers the additional insureds as named insureds (including primary, excess, self-insurance, or on any other valid or collectible insurance possessed by additional insureds).

B.3. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, or canceled except after providing thirty (30) calendar days prior unqualified written notice to **the City and Strand Associates, Inc. (“Engineer”)**. Such notice shall be sent directly to the City (City of Wheaton Procurement Officer, 303 W. Wesley St., Wheaton, IL 60187), the Wheaton Foreign Fire Insurance Tax Board (Fire Chief Bill Schultz, 1 Fapp Circle, Wheaton, Illinois, 60187), and Studio GC (Nikki Bridges, 223 W. Jackson Blvd, Suite 1200, Chicago, Illinois, 60606). Should Contractor fail to provide the City, WFFITB, and Studio GC with timely notice, Contractor shall be considered in breach and subject to cure provisions set forth within this Contract. A copy of the notice of cancellation endorsement shall be provided to the City, WFFITB, and Studio GC.

B.4. Waiver of Subrogation. Contractor hereby waives all rights of recovery, and its insurers also waive all rights to subrogation of damages against the City and their agents, officers, directors, elected officials, employees, and volunteers, the WFFITB, and Studio GC, for damages covered by the workers’ compensation and employers’ liability and commercial umbrella or excess liability obtained by Contractor as required herein, where permitted by law. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision shall apply regardless of whether or not the City, the WFFITB, and Studio GC has received a waiver of subrogation endorsement from the insurer.

B.5. Deductibles/Self-Insured Retention. Any deductibles or self-insured retention shall be stated on the Certificate of Insurance provided to the City.

B.6. Subcontractors. Contractor shall require each subcontractor employed by the Contractor to purchase and maintain insurance of the type specified in Section A above in accordance with the provisions in Section B and requirements of Section C herein. Contractor shall require all subcontractors employed by Contractor to add the Contractor, the City, and any other “upstream party” as additional insureds using ISO form number CG 20 38 04 13 or coverage at least as broad. It shall be the Contractor’s responsibility to verify the subcontractor’s policy endorsement. When requested by the City, Contractor shall furnish copies of each subcontractor’s additional insured endorsements to the City. Failure of any subcontractor to maintain insurance in accordance with Sections A, B, and C herein shall be considered a material breach of this Contract by Contractor.

C. Additional Requirements and Considerations.

C.1. Acceptability of Insurers. All insurance carriers providing coverage under this Contract shall be authorized to do business in the State of Illinois and shall have a current A.M. Best and Companies Insurance Guide rating of no less than A and Class VI or better.

C.2. Effective Period. All insurance required for this Contract as stated herein shall be in effect prior to Contract award and such required insurance policies or successor insurance policies that are compliant with the insurance requirements stated herein shall remain in effect until all Work required under the Contract has been completed and accepted by the City, except as otherwise provided herein, such as in the case of products and completed operations coverage which shall remain in effect after the time the Work is completed under this Contract as specified in **Paragraph A.1.c** herein. Contractor’s failure to obtain the required insurance policies and/or endorsements prior to Contract Award or commencement of Work shall not waive the Contractor’s obligation to obtain such insurance policies and/or endorsements. The maintenance of the required insurance stated herein is a material element of the Contract and the failure to maintain or renew insurance coverage or to provide evidence of renewal upon the City’s request shall be considered a material breach of this Contract and subject to the cure provisions set forth within this Contract.

C.3. Verification of Coverage. Contractor shall file with the City, the Wheaton Foreign Fire Insurance Tax Board (Fire Chief Bill Schultz, 1 Fapp Circle, Wheaton, Illinois, 60187), and Studio GC (Nikki Bridges, 223 W. Jackson Blvd, Suite 1200, Chicago, Illinois, 60606) the original certificates of insurance, amendatory endorsements, and a copy of the policy declarations and endorsement page or copies of the applicable insurance policy language effecting the required coverage specified in this Special Provisions for: Insurance Coverage for Construction Work, including those of subcontractors. All certificates, endorsements, and policy declarations and endorsement pages are to be received and approved by the City before Work commences. However, the failure to obtain the required certificates and endorsements prior to the commencement of Work shall not waive the Contractor’s obligation to provide them. The City reserves the right to require complete copies of all required insurance policies, including endorsements required herein, at any time.

C.3.a. The Certificates of Insurance filed with the City shall clearly state all of the following:

- i. policy number; and
- ii. name of insurance company; and

- iii. name, address, and telephone number of the insured; and
- iv. project name and address; and
- v. policy expiration date; and
- vi. specific coverages required herein with amounts of coverage; and
- vii. all required additional insureds; and
- viii. amount of deductibles or self-insured retention.

- C.4. Right to Reject.** The City shall have the right to reject the insurer/insurance policy of the Contractor or any subcontractor.
- C.5. Acceptance of Insurance Does Not Release Liability.** The City's acceptance or approval of any insurance of the Contractor shall not be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.
- C.6. Deductible Amounts.** The City will consider deductible amounts as part of its review of Contractor's financial stability prior to Contract award.
- C.7. Insurance Coverage Increases.** The City may require increases in Contractor's insurance coverage amounts over the course of this Contract as it deems necessary so long as it reimburses Contractor for the actual increase in Contractor's insurance premiums attributable to the City's requested increase.
- C.8. Joint-Ventures.** If the Contractor is a joint-venture, the joint-venture shall provide evidence of liability insurance in the name of the joint-venture. If insurance is not purchased in the name of the joint-venture, the member with the majority ownership interest in the joint-venture shall endorse its general liability policy to name the joint-venture as an "Additional Named" insured.
- C.9. Evidence of Current Insurance.** Upon written request by the City, Contractor shall, within seven (7) calendar days, provide to the City acceptable evidence of current insurance. Should the Contractor fail to provide acceptable evidence of current insurance following written request, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor.
- C.10. Policy Expiration.** Contractor shall renew any policy which expires during the performance of the Contract and shall notify the City by appropriate Certificate of Insurance of such renewal prior to the expiration date.
- C.11. No Inspection Exclusion.** Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City or its representative from supervising or inspecting the Project to the end result.

Nothing herein set forth shall be construed to create any obligation on the part of the City to indemnify Contractor for any claims of negligence against Contractor or its agents, employees, subcontractors, or consultants.

**Special Provisions for:
Wages of Employees on Public Works**

This Agreement may be subject to the "Prevailing Wage Act," 820 ILCS 130/0.01 *et seq* ("The Act"). It shall be the responsibility of the Contractor to determine whether the Act is applicable and if so to comply with all its terms and conditions. Any Contractor having a question as to whether the Act is applicable shall consult with their own attorney to ascertain applicability. The City shall not have any duty to inform the Contractor of the Act's applicability. If, however the City informs the Contractor that the Act is applicable it shall be the Contractor's obligation to comply with all its terms and conditions unless the Contractor can establish to the satisfaction of the City that the Act is inapplicable. If it is determined that The Act applies to this Agreement, all Contractors and subcontractors subject to its terms shall comply with all of its provisions, including, but not limited to the following:

1. **Prevailing Rate of Wages Applies.** Not less than the current prevailing rate of wages (hourly cash wages plus annualized fringe benefits) and the general prevailing wage for legal holiday and overtime work in DuPage County, Illinois, as ascertained by the Illinois Department of Labor or by a court of review shall be paid to all laborers, workers and mechanics performing work under this Agreement. The Illinois Department of Labor publishes the prevailing wage rates at: <http://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-wage-rates.aspx>
2. **Revised Prevailing Rate of Wages.** If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to the Contractor. The Illinois Department of Labor revises the prevailing wage rates and the Contractor has an obligation to check the Illinois Department of Labor website for revisions to prevailing wage rates.
3. **Certified Payroll.** Effective September 1, 2020, all Certified Transcripts of Payrolls should be submitted electronically to the Illinois Department of Labor at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx> If a contractor attempts to file a certified payroll with the Illinois Department of Labor ("IDOL") through the IDOL portal and is unsuccessful, then the Contractor shall file its certified payroll with the City in person, by mail, or electronically, no later than the 15th day of each calendar month.

The Contractor and each subcontractor shall:

- a. make and keep, for a period of not less than 5 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include:

each worker's name, address, telephone number when available, the last four digits of the worker's social security number, the worker's gender, the worker's race, the worker's ethnicity, veteran status, classification or classifications, the worker's skill level, such as apprentice or journeyman, the worker's gross and net wages paid in each pay period, the worker's starting and ending times of work each day, the hourly wage rate, the hourly overtime wage rate, the hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

b. The certified payroll filing shall consist of a complete copy of the records identified in paragraph 3(a), above. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which avers that:

- i. such records are true and accurate;
- ii. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and
- iii. the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

- 4. Inspection of Records. Upon 7 business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records required to be maintained by Contractor and each subcontractor under the Illinois Prevailing Wage Act to the City of Wheaton, its officers, and agents, and to the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
- 5. Bonds. In all Contractors' and subcontractors' bonds the Contractor or subcontractor shall include a provision that will guarantee the Contractor's or subcontractor's faithful performance of the prevailing wage clause provided by this Agreement.
- 6. Employment of Illinois Workers on Public Works Act. The state law requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents during excessive periods of unemployment. Excessive unemployment is defined as any month immediately following two (2) consecutive calendar months that the Illinois unemployment rate exceeds 5%. Due to the high unemployment rate caused by the ongoing COVID-19 pandemic, the Employment of Illinois Workers on Public Works Act is in effect, beginning July 1, 2020.

DOES APPLY DOES NOT APPLY

DuPage County Prevailing Wage Rates posted on 5/22/2023

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
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		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83	
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		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		51.44	55.44	1.5	1.5	2.0	2.0	12.25	18.48	0.00	1.08	
COMMUNICATION TECHNICIAN	All	BLD		35.92	38.72	1.5	1.5	2.0	2.0	13.60	24.04	3.20	0.83	
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		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		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		43.08	47.33	1.5	1.5	2.0	2.0	13.60	27.57	7.13	1.20	
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	NE	ALL		46.89	48.89	1.5	1.5	2.0	2.0	13.68	17.42	0.00	0.75	
FENCE ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
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	E	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
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		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		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
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	E	ALL		53.32	55.82	2.0	2.0	2.0	2.0	14.23	25.00	0.00	1.75	
ORNAMENTAL IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
PAINTER	All	ALL		50.30	52.30	1.5	1.5	1.5	2.0	19.73	4.15	0.00	1.55	
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		53.00	56.00	1.5	1.5	2.0	2.0	11.85	22.85	0.00	2.92	
PLASTERER	All	BLD		49.85	52.84	1.5	1.5	2.0	2.0	12.10	21.48	0.00	1.09	
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		53.33	56.00	1.5	1.5	2.0	2.0	11.85	19.43	0.00	1.59	2.54
SPRINKLER FITTER	All	BLD		54.55	57.30	1.5	1.5	2.0	2.0	14.20	18.70	0.00	0.75	
STEEL ERECTOR	E	ALL		55.81	57.81	2.0	2.0	2.0	2.0	16.05	25.31	0.00	0.49	
STEEL ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
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		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	41.06	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	2	41.21	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	3	41.41	41.61	1.5	1.5	2.0	2.0	10.83	14.15	0.00	0.15	
TRUCK DRIVER	All	ALL	4	41.61	41.61	1.5	1.5	2.0	2.0	10.83	14.15	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 DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

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.

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.

CERAMIC TILE FINISHER

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

COMMUNICATIONS TECHNICIAN

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

MARBLE FINISHER

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

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

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 Turntrailers 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 Turntrailers 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".

**CITY OF WHEATON, ILLINOIS
CONSTRUCTION SERVICES AGREEMENT FOR
CREEKSIDE DRIVE BRIDGE REPAIRS**

THIS AGREEMENT is made and entered this ____ day of _____, 2022 by and between the **CITY OF WHEATON**, an Illinois municipal corporation ("**City**"), located at 303 W. Wesley Street, Wheaton, Illinois, 60187 and _____ ("**Contractor**"), located at _____. City and Contractor may be referred to in this Agreement individually as "Party," and collectively as the "Parties."

WHEREAS, the City has determined that it is reasonable and appropriate to engage a Contractor to provide materials, labor, equipment, supervision, and services required to perform the Creekside Drive Bridge Repairs in the City of Wheaton (hereinafter, "Creekside Drive Bridge Repairs") consistent with the City's Creekside Drive Bridge Repairs Invitation to Bid which is attached hereto and incorporated herein as if fully set forth as **Group Exhibit A**; and

WHEREAS, Contractor has submitted a quote to provide the materials, labor, equipment, supervision and services required to perform the Creekside Drive Bridge Repairs in the City of Wheaton, consistent with the City's Creekside Drive Bridge Repairs Invitation to Bid, a copy of the Contractor's proposal is attached hereto and incorporated herein as if fully set forth as **Group Exhibit B**, and Contractor represents that it has the necessary expertise and experience to perform the Creekside Drive Bridge Repairs in the City of Wheaton, upon the terms and conditions set forth herein below; and

WHEREAS, the City finds that the Contractor's bid meets the City's requirements for the services.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, agreements, and conditions set forth in the Agreement, the Parties agree as follows:

SECTION 1. CONTRACT DOCUMENTS.

1.1 Incorporated Documents. The Contract Documents consist of this Agreement and the following attached exhibits which are incorporated into this Agreement:

- a. The City's Invitation to Bid and all related documents is attached as **Group Exhibit A**;
- b. The Contractor's Bid and all related documents is attached as **Group Exhibit B**;
- c. Insurance Coverage for Construction Service Providers is attached as **Exhibit C**;
- d. Legal certifications and compliance with laws documentation is attached as **Group Exhibit D**; and
- e. Change Order Form, is attached as **Exhibit E**;
- f. State and Federal Grant Program Required Provisions and Certifications as Exhibit F.

These attachments along with this Agreement represent the entire integrated Contract between the Parties and supersede any and all prior negotiations, representations, or agreements, written or oral.

The Contract Documents also shall include any subsequent Change Orders or Written Amendments to any documents listed above or included within the incorporated exhibits, and other documents amending, modifying, or supplementing the Contract Documents, which may be delivered or issued after the effective date of the Agreement and are not attached hereto.

It shall be understood that the words "Agreement" and "Contract" are synonymous in this document and its incorporated exhibits.

1.2 Controlling Document. In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control. Any inconsistency between the services as stated by the City in **Group Exhibit A** and the services as proposed by the Contractor in **Group Exhibit B** shall be controlled by the services as stated by the City in **Group Exhibit A**, unless specifically waived in writing.

SECTION 2. PROJECT.

2.1 Project Name. The name of this project is the **Creekside Drive Bridge Repairs ("Project")**.

2.2 Retention and Work to Be Done by Contractor. The City retains the Contractor to perform the Creekside Drive Bridge Repairs for the completion of this Project. For and in consideration of the payments indicated in the Contractor's bid hereto attached in **Group Exhibit B**, the Contractor promises and agrees that it shall at its own cost and expense perform all the work and furnish all the labor, material, tools, equipment, and other property necessary to do, construct, install, and complete all the work and improvements required for the Project (hereinafter "**Work**"), all in full accordance with and in compliance with and as required by the Contract Documents, including any and all Addenda or Change Orders for such Work, and to do all other things required of the Contractor by the Contract Documents for such Work.

2.3 Independent Contractor Status. The Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint-venturers between the City and Contractor; or (ii) to create any relationship between the City and any subcontractor of the Contractor. Contractor is not in any way authorized to make any contract, agreement, or promise on behalf of the City, or to create any implied obligation on behalf of the City, and Contractor specifically agrees that it shall not do so. The City shall not have the authority to control the method or manner by which Contractor complies with the terms of this Agreement.

2.4 Agreement Administration. A "Notice to Proceed" order will be issued by the City upon confirmation of a properly executed Agreement. Once the "Notice to Proceed" order

is issued, the Contractor's primary contacts with the City will be the Project Manager or her designee (hereinafter "Representatives"). The City Representatives' primary responsibility is to assure that the City receives the Work in accordance with the terms and conditions of this Agreement. The City Representative(s) shall oversee the entire Project from kick-off activities through close out and payment of final invoice, monitor Project progress; address any quality issues and change orders, and review and approve service deliverables.

2.5 Reporting. The Contractor shall regularly report to the City's Project Manager, or his designee, regarding the progress of the Work, assumptions, and problems encountered during the term of this Agreement. Such reports may be provided in person or over the telephone at the discretion of the City.

2.6 Project Manager. The City's Project Manager for the Project is _____.
The Project Manager's contact information is as follows:
_____.

2.7 Engineering Design Professional Representative. The City reserves the right to utilize an Engineering Design Professional Representative to monitor the progress of Contractor's Work, observe in detail the quality of Contractor's Work and determine whether the Contractor's Work is proceeding in accordance with the Contract Documents. The City will provide Contractor with the name and contact information of any Engineering Design Professional Representative utilized. Contractor shall Work cooperatively with the City's Engineering Design Professional Representative in the performance of the Work required by this Agreement.

2.8 Time of Performance. The Contractor shall perform the Work within the Term of this Agreement as set forth in **Section 7.1** of this Agreement, in accordance with the schedule of work indicated in the attached bid or as provided in accordance with the Invitation to Bid (**Group Exhibit B**) and **Group Exhibit A**, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the personnel required to perform the Work in conformance with such conditions. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the schedule of work. The Contractor agrees that time is of the essence.

2.9 Additional Work. The Contractor shall provide only the Work specified in the Contract Documents. The Contractor acknowledges and agrees that the City shall not be liable for any costs incurred by the Contractor in connection with any work provided by the Contractor that is outside the scope of this Agreement ("**Additional Work**"), regardless of whether such Additional Work is requested or directed by the City, except upon the prior written consent of the City through an approved Change Order. Upon recognizing the need to perform Additional Services, the Contractor shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need and submit to the City a Change Order Form for amendment to the Agreement for the City's review and approval setting forth the details of the requested Additional Work. Additional Work that has been authorized in

writing by the City shall be subject to the terms and conditions of this Agreement and payment for Additional Work shall be mutually agreed upon by the parties before the commencement of any Additional Work.

2.10 Changes and Alterations. Any changes or alterations to this Project affecting, inclusive of, but not limited to, scope, cost, milestones, deadlines, or other significant factors shall be integrated in writing on a City of Wheaton Change Order Form (**Exhibit E**); verbal approval is not considered a Change Order and is not authorization to proceed. All Change Orders shall clearly identify the impact of cost and the effect on time required to perform the Work. Any proposed change to the Project that increases the Agreement price or the costs to be expended by the Contractor in an amount of \$20,000 or more shall require the approval of the City of Wheaton City Council before such changes may be made. Any Work that is performed beyond the approved Agreement scope or Agreement price shall not be paid without the City's prior written consent through an approved Change Order.

2.11 Bonds. When specifically requested by City in Exhibit A, Contractor shall furnish with the executed Agreement, performance and payment bonds equal to one-hundred and ten percent (100%) of the full contract price, on forms approved by the City, as security for the faithful performance and completion of all the Contractor's obligations under the Contract Documents, including, but not limited to Contractor's Prevailing Wage Act obligations under this Agreement, and covering the payment of all materials used in the performance of this Agreement and for all labor and services performed under this Agreement. Such bond(s) shall be conditioned to save and keep harmless the City from any and all claims, demands, losses, suits, costs, expenses and damages which may be brought, sustained or recovered against the City by reason of any negligence, default or failure of the Contractor in performing or completing the Services, and that the Services shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City; ordinary wear and tear, and damage resulting from accident or willful destruction excepted. Each surety providing a bond must be licensed in Illinois and have an A.M. Best Company, Inc. financial strength rating of at least A-. All bonds signed by an agent must be accompanied by a certified copy of his or her authority to act. Should, in the City's sole opinion, any bond become insufficient, or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within ten (10) days of receiving notice from the City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to the expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Agreement Amount is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Agreement Amount, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. A copy of all bond certificates shall be attached to this Agreement and made a part

hereof. Failure to provide the required bond(s) shall constitute a breach of Contractor's obligations under this Agreement.

2.12 Warranty and Maintenance Bond. Any defective material, or workmanship, or any unfaithful or imperfect work, which may be discovered before the final acceptance of the Work and/or within one (1) year thereafter, shall be corrected immediately on the requirements of the City Project Manager, without extra charge, notwithstanding that it may have been overlooked in the previous inspections and estimates. Failure to review construction shall not relieve the Contractor of any obligation to perform sound and reliable work as herein described.

To ensure compliance with this provision, the Contractor shall provide the City with a Maintenance Bond for ten percent (10%) of the final contract amount. This Bond shall cover a period of one (1) year from the date of final acceptance, which shall be defined as the date of the final payment estimate. The Contractor warrants to the City that all materials and equipment furnished under the Contract will be new and, in the case of equipment, in good working order, that all materials, equipment and labor furnished under the Contract will be free from defects of any kind and shall be in strict conformance with the contract requirements. This warranty shall not be restricted by the limitations of any manufacturer's warranty. Work not conforming to these requirements, including substitutions nor properly approved and authorized, may be considered defective. Liability or refusal of a Subcontractor or equipment supplier responsible for the defective work or materials, to correct or replace same, shall not excuse the Contractor from performing under this warranty.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

3.1 Agreement Amount. The total amount billed by the Contractor for the Work performed for the Project under this Services Agreement shall not exceed \$_____ including reimbursable expenses, without the prior express written authorization of the City.

3.2 Payment. The Contractor shall receive and accept payments indicated in its bid as full compensation for furnishing all materials and equipment and for doing all the Work contemplated and embraced in this Agreement. City shall make payments to the Contractor on the basis of Contractor's Applications for Payment as recommended by the City's Project Manager, or his designee, or by City's Engineering Design Professional Representative in conformance with the City of Wheaton's accounts payable schedule and the payment provisions contained in the attached **Group Exhibit A**. All payments shall be based on the progress of the Work measured by the schedules provided in the Contract Documents. Authorization of payment requires the receipt by the City of invoices from the Contractor containing sufficient detail of the Work performed to enable the City to properly evaluate the payout request; and shall include the following:

1. To fulfill the Waiver(s) of Lien requirement for Applications for Payment, the First Application for Payment, shall be accompanied by the Prime (General) Contractor's partial waiver of lien, called "Waiver of Lien to Date," for the full amount of payment due.

2. Each subsequent Application for Payment shall be accompanied by the Prime (General) Contractor's Waiver of Lien to Date, plus the partial waivers of lien of Laborers, Subcontractors and Material Suppliers from all laborers, subcontractors, sub-subcontractors, and suppliers who were included in the immediately preceding payment application, to the extent of that payment.
3. The final Application for Payment shall be accompanied by the Final Waiver of Lien for the full amount of the contract from the Prime (General) Contractor, and all laborers, subcontractors, sub-subcontractors, and suppliers, including those who have not previously furnished such final waivers.

The City shall pay Contractor in accordance with the Illinois Local Government Prompt Payment Act. The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires the City Council's approval of the expenditure which occurs at publicly scheduled meetings. Any invoices submitted in excess of six (6) months from the date that Work were completed, will not be paid. Under no circumstances will a third party be reimbursed for Work performed under this Agreement.

To ensure proper performance of this Agreement, the City shall retain ten percent (10%) of the amount for each application for payment until the Work is fifty percent (50%) complete, at which time the City may reduce the amount retained during the remaining progress of the work, provided the Contractor has satisfied the City in quality and timeliness of the Work performed up to and including the date of the request for payment. The Work shall be deemed fifty percent (50%) complete when the Contractor's gross Work invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the Agreement. The amounts retained from each application for payment shall not be released to Contractor unless the following conditions have been met: (i) final inspection and acceptance of the Work has been made by the City; (ii) Contractor has submitted to the City an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City might be responsible have been paid or have otherwise been satisfied; and (iii) Contractor has submitted to the City all certified payrolls, warranty documentation, insurance documentation, releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, and any other required documentation pursuant to this Agreement. Nothing herein shall prevent the City from invoking the remedies available to it pursuant to the default provisions of this Agreement or from withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory Work progress, defective Work not remedied, disputed Work, or third-party claims filed against the City or reasonable evidence that a third-party claim will be filed. The City shall not be required to make a final payment prior to completion and acceptance of the Work by the City.

The City may use the retained amounts to remedy any defective or uncorrected Work. At the end of the final payment, the City may apply any retained amounts to offset any approved adjustment or authorized deduction to the Contract price.

3.3 Liquidated Damages. The City and Contractor recognize that time is of the essence in Contractor's performance of this Agreement. To the extent that this Agreement is funded in whole or in part by a State of Illinois Department of Commerce and Economic Opportunity Rebuild Illinois Fast-Track Grant (hereinafter, "Grant"), the City will suffer financial loss if the Work is not completed on time in that it will lose the Grant funding awarded for this Project. Additionally, since quantifying losses arising from Contractor's delay are inherently difficult insofar as delay may impact the public's use of City property, as well as contract administration costs, the City shall require Contractor to compensate the City in the amount of **\$1,000** for each calendar day beyond the **November 1, 2023**, completion date that the Work required under this Agreement is not completed. This is not meant to be a penalty, but rather is a reasonable measure of damages given the nature of the losses that may result from delay. Any extensions agreed to by executed change orders or alterations in Work shall be considered in the application of liquidated damages. This liquidated damage provision is in addition to any liquidated damage provisions contained in the specifications for this Project. The City shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the time stipulated.

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

3.4 Taxes, Benefits, and Royalties. The Agreement Amount includes all applicable federal, state and City taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use of, or the incorporation into, the Work, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Contractor.

3.5 Interest Waiver. Contractor hereby waives any and all claims or rights to interest on money claimed to be due pursuant to this Agreement, and all such rights to interest to which it may otherwise be entitled pursuant to law, including, but not limited to, pursuant to the Local Government Prompt Payment Act, (50 ILCS 505/1 *et seq.*) as amended or the Illinois Interest Act (815 ILCS 205/1, *et seq.*) as amended.

3.6 Account Records. The Contractor shall maintain records showing actual time devoted and costs incurred in connection with the Work performed under this Agreement and shall permit the authorized representative of the City to inspect, audit and make copies of all

data, financial records, and supporting documents of the Contractor for the Work done under this Agreement. All such records shall be clearly identifiable. The records shall be made available to the City during normal business hours during the Agreement period, and for three years after the expiration or termination of this Agreement.

In the event that the City receives Grant funds from the State of Illinois or Federal government for this Project, Contractor and its subcontractors and consultants shall grant the State of Illinois grant awarding agency, the Illinois Auditor General, the Illinois Attorney General, any Executive Inspector General, federal authorities, any person identified in 2 C.F.R. § 200.336, or any of their duly authorized representatives, and any other person as may be authorized by the State of Illinois or by federal statute, full access to and the right to examine any pertinent books, records, related papers, supporting documentation and personnel relevant to this Agreement and the Grant funds awarded to the City pertaining to the Project. All subcontractors shall be required to comply with this provision and Contractor shall include this requirement in all contracts it has with all subcontractors performing Work on this Project.

SECTION 4. REPRESENTATIONS OF CONTRACTOR; SUBCONTRACTORS

4.1 Standard of Care. The Contractor represents, certifies, and warrants that it shall perform and complete the Work in a manner consistent with the level of care, skill, and diligence exercised by other recognized Contractors in the Wheaton area, under similar circumstances at the time the Work is performed. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. The representations, certifications, and warranties expressed herein shall be in addition to any other representations, certifications, and warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City. Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services or work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee or subcontractor of the Contractor who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or subcontractor who fails or refused to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Work on the Project.

4.2 Solvency. The Contractor represents that it is financially solvent and has the necessary financial resources to perform the Work with the standard of care required under this Agreement.

4.3 Personnel. The Contractor shall provide all personnel necessary to complete the Work, including without limitation, any Key Project Personnel identified in the Contract Documents. The Key Project Personnel shall not be changed without the City's prior written approval. The Contractor shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Contractor shall have no claim for damages and shall not bill the City for

additional time and materials charges as the result of any portion of the Work which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassignment, or resignation of the Key Project Personnel.

4.4 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Work required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. The City's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work required by this Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Contractor. For purposes of this Agreement, the term "Contractor" shall be deemed also to refer to all subcontractors of the Contractor, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

Contractor shall also not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement, or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such actions.

4.5 Political Advocacy and Advertising. Contractor shall not engage in any form of political advocacy or political advertising at the project/work site, including but not limited to the display of signs, placement of decals on equipment, and distribution of material, which promotes or opposes any political committee, candidate, referendum, or issue. This provision shall not apply to peaceful primary picketing as permitted under the Illinois Labor Dispute Act.

4.6 Illinois Works Job Programs Act. For projects in which the Agreement Amount is \$500,000 or more, Contractor shall utilize apprentices, as defined by the Illinois Works Job Programs Act ("IWJPA"), 30 ILCS 559/20 *et seq.* to perform 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever, is less. Contractor shall also execute and submit to the City all Illinois Works Job Program documents required by the IWJPA; the implementing regulations found at 14 Ill. Adm. Code Section 680 *et. seq.*, and/or the Illinois Department of Commerce and Economic Opportunity ("DCEO"), including, but not limited to the Illinois Works Apprenticeship Initiative Periodic Reporting Form ("Reporting Form") which shall be submitted to the City every eighty (80) days after execution of the Agreement with the City to allow for the City's timely filing of the quarterly Reporting Form with the DCEO , and Certificates of Compliance upon completion of both the work set forth in this Agreement and upon completion of all of the work for the Project setting forth the information required by 14 Ill. Adm. Code 680.50 and certifying that the Contractor has either met the 10% apprenticeship goal or received a reduction or waiver of the 10% apprenticeship goal pursuant to Section 20-20(b) of the IWJPA and 14 Ill. Adm. Code 680.40. Forms can be found at the Illinois Department of Commerce's website:

The Contractor may seek from the DCEO a waiver or reduction of this apprenticeship goal requirement in certain circumstances pursuant to 30 ILCS 559/20-20(b). Should the Contractor seek a request for a waiver or reduction of apprenticeship goal requirements with the DCEO, the Contractor shall also submit a copy of the request to the City at the time of submitting such request with the DCEO."

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratio and wage rates prescribed in the applicable programs.

SECTION 5. INDEMNIFICATION; INSURANCE; LIABILITY

5.1 Indemnification. The Contractor shall, without regard to the availability or unavailability of any insurance, either of the City or of the Contractor, defend, indemnify, and hold harmless the City, its past, present, and future elected officials, directors, officers, representatives, employees, agents, volunteers, and attorneys (hereinafter the "**City and Strand Associates, Inc. Indemnitees**") from and against any and all claims, suits, allegations, demands, losses, damages, injuries, liabilities, fines, settlements, judgments, penalties, costs, expenses, and attorneys' fees, or any and all other relief or liability (hereinafter collectively the "**Claims**" or individually the "**Claim**"), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising out of, or in connection with, or resulting from or through or alleged to arise out of or result from or through, directly, or indirectly, the negligent acts, errors or omissions, or intentional acts or omissions of Contractor or Contractor's officers, employees, agents, or subcontractors in the performance of the Work required by this Agreement or from the Work to be performed under this Agreement, except to the extent caused by the City Indemnitees own negligence. Contractor shall also defend, indemnify, and hold harmless the City Indemnitees from claims arising out of or in connection with litigation based on any mechanic's lien or other claims, suits, judgments and/or demands for damages by subcontractors; ; provided, however, that the Contractor shall not be obligated to indemnify, hold harmless and defend the City or DuPage County for any negligent or intentional wrongful misconduct or omissions by the City or DuPage County officials, employees, agents, contractors or personnel. The Contractor is solely responsible for determining the accuracy and validity of any information provided to the Contractor by the City or its representatives. The provisions of this paragraph and in all other paragraphs in this **Section 5.1** shall not be limited by any amount of insurance required under this Agreement, shall survive any expiration and/or termination of this Agreement, and shall apply to the fullest extent permitted by law. In the event that any provision in this paragraph or in any other paragraph in this **Section 5.1** is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

Contractor shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its work or that of its employees or any own for whom Contractor is legally responsible. Acceptance of the Work by the City shall not relieve the Contractor of the responsibility for subsequent correction of any such error, omissions, and/or negligent acts or of its liability for loss or damage resulting therefrom.

Contractor shall promptly provide, or cause to be provided, to the City Clerk copies of all notices that Contractor may receive of any claims, actions, or lawsuits that may be given or filed in connection with Contractor's performance or the performance of any of Contractor's subcontractors and for which the City Indemnitees are entitled to indemnification under this Agreement and to give the City Indemnitees authority, information, and assistance for the defense of any claim or action.

Contractor's obligation to defend under this Agreement shall be immediate upon written notice by City to Contractor and shall not be limited by any allegations that City Indemnitees were in charge of the Work or by any alleged negligence on the part of City Indemnitees. Furthermore, Contractor shall, if requested by City, defend the City and City Indemnitees using counsel approved by the City in its sole discretion. The City shall have the right at its sole option, to participate in the defense of any such suit, without relieving Contractor of its obligations under this **Section 5.1**. Nothing in this Agreement shall be construed as prohibiting the City Indemnitees from defending, through the selection and use of their own agents, attorneys, and experts, any Claims brought against them arising out of, in connection with, or resulting from the performance of this Agreement.

In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both the Contractor and the City, the parties agree that any and all lawsuits, claims, demands, damages, liabilities, losses, fines, judgments, settlements, penalties, costs, and expenses shall be apportioned between the Parties on the basis of their comparative degree of fault, except as otherwise provided herein.

In the event any Claim is asserted, and money is due to the Contractor under and by virtue of this Agreement, the City may, in its sole and absolute discretion, to protect itself against said Claim, retain such money until such time that all such Claims have been settled or have been fully judicially determined and satisfied, and evidence to that effect has been furnished to the satisfaction of the City.

No inspection by the City or by its employees or agents shall be deemed a waiver by the City of full compliance with the requirements of this Agreement.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Claims, including any claim by any employee of Contractor that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision, including, but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill.2d 155 (1991). The City, however, does not

waive any limitations it may have under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute.

5.2 Insurance. Contemporaneous with the Contractor's execution of this Agreement, the Contractor shall provide certificates and policies of insurance, all with coverages and limits acceptable to the City, and evidencing at least the minimum insurance coverages and limits as set forth by the City in the **Special Provisions for: Insurance Coverage for Construction Services** included in **Exhibit C** to this Agreement. The City, its officers, elected officials, employees, agents, volunteers, and Strand Associates, Inc. shall be included under the Contractor's insurance as additional primary insureds with respect to claims and/or liability arising out of Work performed for the City by the Contractor. All subcontractors shall comply with each and every insurance provision in **Exhibit C**. Contractor shall therefore not allow any subcontractor to commence Work on any subcontract to perform any part of the Work until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Agreement. The insurance described herein as set forth in **Exhibit C** shall be maintained for the duration of the Agreement, including warranty period. All costs for insurance as specified herein will be considered as included in the cost of the contract.

5.3 No Personal Liability. No elected or appointed official, director, officer, agent, or employee of the City shall be personally liable, in law or in contract, to the Contractor as the result of the execution, approval or attempted execution of this Agreement.

5.4 Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of any and all privileges, immunities, or defenses provided to or enjoyed by the City under common law or pursuant to statute, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/2-101 *et. seq.*

5.5 Third Party Beneficiaries. It is recognized that the Work performed by Contractor is for the benefit of the City and no other party.

5.6 Limitation of Liability. CITY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS (DIRECT OR INDIRECT) AND LOST REVENUES HOWSOEVER ARISING, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT OR OTHER THEORY OF LIABILITY, EVEN IF CITY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY SUCH DAMAGES.

SECTION 6. CONFIDENTIAL INFORMATION.

6.1 Confidential Information. The term "**Confidential Information**" shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement.

City Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Contractor from a source other than the City prior to the time of disclosure of said information to the Contractor under this Agreement ("**Time of Disclosure**"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or the City; or (iv) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

6.2 No Disclosure of Confidential Information by the Contractor. The Contractor acknowledges that if in the event that it shall, in performing the Work for the City under this Agreement, have access to or be directly or indirectly exposed to Confidential Information, that Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the City. The Contractor shall use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Contractor to execute a non-disclosure agreement before obtaining access to Confidential Information.

6.3 Breach of Confidentiality. In the event of breach of the confidentiality provisions of **Section 6** of this Agreement, it shall be conclusively presumed that irreparable injury would result to the City and there would be no adequate remedy at law. The City shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The City shall be entitled to damages for any breach of the injunction, including but not limited to compensatory, incidental, consequential, exemplary, and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

SECTION 7. TERM, TERMINATION, and DEFAULT.

7.1 Term. This Agreement shall become effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Contractor, and shall continue in full force and effect until the earlier of the following occurs: (i) the termination of this Agreement; or (ii) final completion of all items of Work specified in the Agreement by **November 1, 2023** or to a new date mutually agreed upon by the parties in writing, or (iii) the completion by Contractor and City of their respective obligations under this Agreement, in the event such completion occurs before the date(s) in item (ii) above. A determination of completion shall not constitute a waiver of any rights or claims which the City may have or thereafter acquire with respect to any term or provision of this Agreement. The parties agree that time is of the essence.

7.2 Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement, with or without cause, at any time upon fifteen (15) days prior written notice to the Contractor. In the event that this Agreement is so terminated, the City

shall pay Contractor for the Work performed and reimbursable expenses actually incurred as of the effective date of termination, less any sums attributable, directly, or indirectly, to Contractor's breach of this Agreement. The written notice required under this subsection shall be either (i) served personally during regular business hours; (ii) served by facsimile during regular business hours (iii) served by certified or registered mail, return receipt requested, addressed to the address listed at the end of this Agreement with postage prepaid and deposited in the United States mail or (iv) by e-mail sent to the Contractor's Key Project Personnel. Notice served personally, by facsimile transmission or e-mail shall be effective upon receipt, and notice served by mail shall be effective upon receipt as verified by the United States Postal Service. Contractor shall provide the City with its Key Project Personnel's e-mail address upon its execution of this Agreement. On receiving such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all Work under this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice to the City showing in detail the Work performed under this Agreement up to the termination date. Contractor's receipt of payment for Work rendered upon City's termination of this Agreement, is Contractor's sole and exclusive remedy for termination for convenience by the City. City's termination for convenience does not constitute a default or breach of this Agreement.

If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of the Work under this Agreement. The contractor shall be required to provide such documents, data, and other information within fifteen (15) days of the request.

7.3 Default. If it should appear at any time that the Contractor has failed or refused to perform, or has delayed in the performance of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Work requirements or any other requirement of this Agreement ("**Event of Default**"), then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Contractor. The City may require the Contractor, within a reasonable time, to complete or correct all or any part of the Work that is the subject of the Event of Default; and to take any or all action necessary to bring the Contractor and the Work into compliance with this Agreement.

2. Termination of Agreement by City. The City may terminate this Agreement as to any or all Work yet to be performed, effective at a time specified by the City, and shall pay Contractor for the Work performed or reimbursable expenses actually incurred as of the effective date of termination.

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all

costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Contractor or as a result of actions taken by the City in response to any Event of Default by the Contractor.

7.4 Bonds. Upon an event of default, the City may file and prosecute claims against any surety posting bonds required by this Agreement.

7.5 Election of Remedies. Election of remedy by the City will not be exclusive and it shall retain the rights to pursue any remedy under this Agreement, common law, equity, or administrative relief.

SECTION 8. COMPLIANCE WITH LAWS AND GRANTS.

8.1 Freedom of Information Act. The Contractor shall, within four (4) business days of the City's request, provide any documents in the Contractor's possession related to this Agreement which the City is required to disclose to a requester under the Illinois Freedom of Information Act ("FOIA"). This provision is a material covenant of this Agreement. Contractor agrees to not apply any costs or charge any fees to the City regarding the procurement of records required pursuant to an FOIA request. Should Contractor request that the City utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' fees and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify, and hold harmless the City, and agrees to pay all costs in connection therewith (such as reasonable attorneys' and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the City.

8.2 Generally: Permits/Codes/Business Laws/Safety Standards/Grants. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and will comply with all applicable municipal, county, state and federal statutes, ordinances, rules, and regulations, including without limitation all applicable building and fire codes, now in force or which may hereafter be in force, any statutes regarding qualification to do business, and all local, state and federal safety standards. Contractor shall comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Agreement or the Services. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

8.3 No Delinquent Taxes. The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax, or has entered into an agreement with Department of Revenue for payment of all taxes due and is currently in compliance with that agreement, as set forth in 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.

8.4 No Collusion. The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 et seq. The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

8.5 Sexual Harassment Policy. The Contractor shall certify that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 755 ILCS 5/2-105(A)(4).

8.6 Patriot Act (USA Freedom Act) Compliance. The Contractor represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the City that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify, and hold harmless the City, its corporate authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

8.7 Anti-Discrimination Laws. Contractor shall comply with all federal and state laws prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service, and shall execute the Equal Employment Opportunity Clause compliance certification attached to this Agreement in **Group Exhibit D.**

8.8 Americans with Disabilities Act. Contractor shall utilize standards and/or methods that do not discriminate against the disabled in compliance with the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq.

8.9 Drug Free Workplace Act. Contractor shall comply with all conditions of the Illinois Drug Free Workplace Act, 30 ILCS 580/3 et seq.

8.10 CDL Driver Controlled Substances and Alcohol Use and Testing. To the extent that the Contractor and any employees, agents, or subcontractors thereof, will operate any commercial vehicles requiring the necessity for a state issued Commercial Driver's License, Contractor shall comply with Federal Highway Authority Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and shall notify the City of any employee, agent subcontractor driver participating in a drug and alcohol testing program pursuant to the aforementioned rules during the term of this Agreement.

8.11 Employment of Illinois Workers on Public Works Projects Act.

Employment of Illinois Workers on Public Works Projects Act **DOES NOT APPLY**

Employment of Illinois Workers on Public Works Projects Act **APPLIES.** The Employment of Illinois Workers on Public Works Projects Act, 30 ILCS 570/1 et seq., requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents during excessive periods of unemployment. Excessive unemployment is defined as any month immediately following two (2) consecutive calendar months that the Illinois unemployment rate exceeds 5%. Due to the high unemployment rate caused by the ongoing COVID-19 pandemic, the Employment of Illinois Workers on Public Works Act is in effect.

8.12 Public Works Employment Discrimination Act. Contractor shall comply with all conditions and requirements of the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

8.13 Steel Products Procurement Act. When applicable, any steel product used or supplied in the performance of the contract or any subcontract thereto, shall be manufactured or produced in the United States, as required by the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.

8.14 Substance Abuse Prevention. Pursuant to the Substance Abuse Prevention on Public Works Projects ("SAPPWP") 820 ILCS 265/1 et seq., employees of the Contractor and employees of any Subcontractor are prohibited from the use of drugs or alcohol, as defined in the SAPPWP, while performing work on any public works project. The Contractor certifies that it has a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceed the requirements of the SAPPWP or shall have a collective bargaining agreement in effect dealing with the subject matter.

8.15 Prevailing Wage Act.

Prevailing Wage Act **DOES NOT APPLY**

Prevailing Wage Act **APPLIES**. The Illinois Prevailing Wage Act, 820 ILCS 130/4 requires contractors and subcontractors to pay laborers, workers, and mechanics performing work under this contract no less than the “general prevailing rate of wages” (hourly cash plus annualized fringe benefits) and “general prevailing rate for legal holiday and overtime work” for Du Page County, Illinois as ascertained by the Illinois Department of Labor or a court on review. The selected Bidder and all its subcontractors shall be responsible for checking the Illinois Department of Labor web page at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>
to ensure that they are paying the current prevailing rate of wages.

All contractors and subcontractors rendering services under this contract shall comply with all requirements of the Illinois Prevailing Wage Act, *including, but not limited to*, all wage, notice and record keeping duties, as more fully set forth in the “Special Provisions for: Wages of Employees on Public Works” contained in Group Exhibit A to this Agreement. Contractor shall insert into each subcontract and into the project specifications for each subcontract a provision stating to the effect that no less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract.

All bonds provided by Contractor and any subcontractor under the terms of this Agreement shall include such provisions as will guarantee the faithful performance of the Contractor and subcontractor’s obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

The Contractor shall indemnify the City for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

8.16 Veterans Preference Act. When applicable, Contractor shall comply with all employment preference requirements of the Illinois Veterans Preference Act, 330 ILCS 55/0.01 *et seq.*

8.17 Illinois Property Tax Code (35 ILCS 200/18-50.2). The City of Wheaton is required under Section 200/18-50.2 of the Illinois Property Tax Code (35 ILCS 200/18-50.2) to collect and electronically publish information from vendors/contractors, and sub-vendors/subcontractors pertaining to their status as a minority-owned, women-owned, or veteran-owned business. Vendors/Contractors seeking contract award are required to complete the City’s Vendor/Contractor/Subcontractor Information Reporting Form and return with their submittal to the City. This information will be electronically published on the City’s website in compliance with the Property Tax Code’s vendor information collection and reporting requirements. Current City Vendors/sub-vendors/contractors/subcontractors should return this form to the City within thirty (30) days of receipt of this form from the City. Additionally, vendors/contractors are required to provide this form to all sub-vendors/subcontractors providing goods, work, or services to the City and shall return

completed forms to the City's Procurement Officer prior to the subcontractor's performance of work or services.

8.18 Execution of Certifications. Contractor shall execute the legal certifications and compliance with laws documentation which is attached hereto and incorporated herein as if fully set forth as **Group Exhibit D** and the State and Federal Grant Program Required Provisions (if applicable) and Certifications which is attached hereto and incorporated herein as if fully set forth as **Group Exhibit F**.

SECTION 9. GENERAL PROVISIONS.

9.1 Work Products. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, studies, logbooks, instructions, manuals, models, recommendations, printed and electronic files, and any other data or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Work to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the City.

9.2 News Releases. The Contractor shall not issue any news releases or other public statements regarding the Work without prior approval from the City Manager.

9.3 Integration. The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, promises, and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement.

9.4 Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

9.5 Assignment. This Agreement, or any part, rights, or interests hereof, may not be assigned by the City or by the Contractor to any other person, firm, or corporation without the prior written consent of the other party.

9.6 Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

9.7 Waiver. Any failure of either the City or the Contractor to strictly enforce any term, right or condition of this Agreement, whether implied or express, shall not be construed as a waiver of such term, right or condition, nor shall it be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

9.8 Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of

the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

9.9 Governing Laws/Jurisdiction. This Agreement shall be interpreted according to the laws of the State of Illinois. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

9.10 Force Majeure. No party hereto shall be deemed to be in default or to have breached any provision of this Agreement as the result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of the public enemy, acts of civil or military disturbance, or war, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

9.11 Headings. The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and are in no manner intended to define, limit, or describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

9.12 Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

9.13 Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9.14 Notice. Unless otherwise expressly provided in this Agreement, any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidence by a

return receipt. By notice complying with the requirements of this Subsection, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications shall be addressed to, and delivered to as follows:

If to the Contractor:

If to the City:

City of Wheaton

Attn: City Clerk

303 W. Wesley Street, Box 727

Wheaton, IL 60187-727

E-Mail: cityclerk@wheaton.il.us

9.15 Contract Numbering. The faces of all invoices and documents shall contain the following contract number _____ for reference purposes.

9.16 Electronic Signatures. The parties may execute this Agreement in writing or by facsimile transmission or by e-mail delivery of a “.pdf” format data file, and any such signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability, and admissibility. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

9.17 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party. If the Contractor is a corporation, the legal name of the corporation shall be set forth below, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership the true name of the firm shall be set forth below, together with the signatures of all partners; and if the Contractor is an individual, the Contractor shall sign his name below. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement this ____ day of _____ 2022.

CITY OF WHEATON, an Illinois municipal corp.

By: _____ Date: _____
Mayor

ATTEST:

By: _____
City Clerk

CONTRACTOR

By: _____ Date: _____
Signature

Its: _____

ATTEST:

By: _____

Title: _____

DRAFT

EXHIBIT A
INVITATION TO BID #23-89
CREEKSIDE DRIVE BRIDGE REPAIRS

INTRODUCTION

The City of Wheaton is soliciting competitive bids for repairs to the Creekside Drive Bridge.

Mandatory Pre-Bid Meeting

There will be a mandatory pre-bid meeting held on **June 5, 2023, at 10:00 am (CST)** at Wheaton City Hall located at 303 W. Wesley St., Wheaton, IL 60187, in the Gamon Room (2nd floor). Attendance is required at the pre-bid meeting for those wishing to submit a bid. The City will not accept bids from Vendors that did not attend and sign-in at the mandatory pre-bid meeting.

PREVAILING WAGE ACT

Illinois Prevailing Wage Act (820 ILCS 130/1-12). **DOES APPLY** DOES NOT APPLY

SCOPE OF WORK

See attached Special Provisions and drawings. Full size drawings and a workable Cost Proposal form have been uploaded as a separate document.

DUE DATE FOR WRITTEN QUESTIONS

All questions, either administrative or technical, shall be submitted via email to Tina Walters at twalters@wheaton.il.us **no later than June 9, 2023, at 11:00 am (CST).**

ADDENDA

All questions, clarifications or revisions regarding this bid will be issued via a written addendum and published on the City's website. Each Vendor shall acknowledge receipt of any addenda on the attached Cost Proposal form. Each Vendor, by acknowledging receipt of any addenda, is responsible for the content of the addenda and any changes to the bid. Failure to acknowledge issued addenda may cause the bid submittal to be rejected.

BID SUBMITTAL

Submittals shall be received **no later than June 12, 2023, at 11:00 am (CST).** Late submissions will not be accepted. An original Bid Bond shall be included with each bid submittal. Copies will not be accepted.

Submit a hard copy bid to:

City of Wheaton
303 W. Wesley Street - 1st Floor Finance Counter
Wheaton, IL 60187-0727
Attn: Tina Walters, C.P.M., Procurement Officer

All hard copy bids shall be submitted in a sealed package marked with the following information:

- Bid Name & Number
- Bid Closing Date
- Bid Closing Time
- Vendor Name and address

EXHIBIT A
INVITATION TO BID #23-89
CREEKSIDE DRIVE BRIDGE REPAIRS

CONFIDENTIAL INFORMATION

Vendors claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential. Failure to do so may result in information becoming a public record.

COSTS INCURRED IN RESPONDING

The City will not be responsible for any expenses incurred in preparing and submitting a proposal.

CITY'S CONSTRUCTION SERVICES AGREEMENT

The attached 'Draft' Construction Services Agreement is the City's standard agreement which specifically outlines the contractual liabilities and shall be used for this project. In submitting a bid, the Vendor agrees to enter into an agreement with the City of Wheaton utilizing the City's standard Construction Services Agreement.

BONDS

Bid Bond: A Bid Bond/Bid Deposit of 10% of the full contract price is required with your bid submittal.

Payment Bond: The successful Bidder shall provide an original Payment Bond equal to one hundred ten percent (100%) of the full amount of the award.

Performance Bond: The successful Bidder shall provide an original Performance Bond equal to one hundred ten percent (100%) of the full amount of the award.

Maintenance Bond: The successful Bidder shall be required to furnish a Maintenance Bond equal to ten percent (10%) of the final contract price for the faithful performance of the Bidder's obligation to maintain and keep in good repair, the work herein contracted to be done and performed for one (1) year from the date of final acceptance by the City.

The cost of said bonds shall be included in the total bid amount.

INSURANCE

The Vendor must carry and maintain adequate insurance consistent with the requirements listed in Exhibit C-Insurance Requirements. Provide a current Certificate of Insurance with bid as proof of insurance.

INVOICES

All invoices shall reflect the following applicable information: Agreement number, name of the Project, name of the Contractor, and the services/deliverables with the price depicted in the same format as the offer.

Invoices shall be emailed to Accounts Payable at AP@wheaton.il.us.

EXHIBIT A
INVITATION TO BID #23-89
CREEKSIDE DRIVE BRIDGE REPAIRS

When contractors file certified payroll with IDOL, they will receive a '.pdf confirmation' copy of their submission. A copy of this '.pdf confirmation' shall be attached to all invoices. Not attaching the confirmation page may cause delays in payment.

WAIVERS OF LIEN

- The first Application for Payment shall be accompanied by the General Contractor's partial waiver of lien, called Waiver of Lien to Date, for the full amount of payment due.
- Each subsequent Application for Payment shall be accompanied by the General Contractor's Waiver of Lien to Date, plus the partial waivers of lien of Labor, Subcontractors and Material Suppliers who were included in the immediately preceding Application for Payment to the extent of that payment.
- The final Application for Payment shall be accompanied by the Final Waiver of Lien for the full amount of the Agreement from the General Contractor, Labor, Subcontractors, and Material Suppliers, including those who have not previously furnished such final waivers.

PROJECT CLOSE OUT

- Verification of quality and completion of service.
- Completion of Punch List and all areas of non-compliance or incomplete tasks.
- Review of Liquidated Damages.
- Review Retainage.
- Final Payment: Prior to authorization of Final Payment, the following documents shall be submitted:
 - Completed Waivers and Liens.
 - Electronic confirmation from the Illinois Department of Labor for each submittal of Certified Payroll.
 - Documented completion of the Punch List.
 - Written approval of the City's Project Manager.

SPECIAL PROVISIONS

Creekside Drive (MS 4065)
Over Spring Brook No. 1
Bridge Replacement

for



**City of Wheaton
DuPage County, Illinois**



5/26/23 exp 11/30/23

Prepared by:

STRAND ASSOCIATES, INC.®
IDFPR No. 184-001273
1170 South Houbolt Road
Joliet, IL 60431
www.strand.com

Issued for Bid
May 26, 2023

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2023

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-23)

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," (Standard Specifications), adopted January 1, 2022, Standard Specification for Water and Sewer Construction in Illinois" (SSWSC), updated in 2020, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the construction of Route: Creekside Drive; City: Wheaton; County: DuPage. In case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern. Definition of Terms shall be in accordance with Section 101 of the Standard Specifications.

Creekside Drive (M.S. 4065) Over Spring Brook No. 1 Bridge Replacement
City of Wheaton
DuPage County, Illinois

LOCATION OF PROJECT

The project is located on Creekside Drive, beginning 160 feet south of the crossing of Spring Brook No. 1 at Station 98+40.00 and ending 150 feet north of the crossing of Spring Brook No. 1 at Station 101+50.00. The total net and gross length of the project is 310 feet (0.059 mile) for the reconstruction of Creekside Drive in the City of Wheaton, DuPage County, Illinois.

DESCRIPTION OF PROJECT

The work consists of removing and replacing the existing full-depth hot-mix asphalt pavement, combination curb and gutter, sidewalk, landscaping, utility adjustments, removal and replacement of existing Structure Number 022-7202 with proposed Structure Number 022-7205, and other miscellaneous items to be constructed along the length of the project in accordance with the Drawings, Standard Specifications, and these Special Provisions for furnishing all labor, materials, equipment, and other incidentals necessary for completion of the project.

MAINTENANCE OF ROADWAYS (D1)

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the contractor 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 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.

STATUS OF UTILITIES (D1)

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 the 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.

LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY
Sta. 99+45 LT	Electric	Underground cable in conflict with proposed water main installation.	ComEd
Sta 99+60 to Sta. 100+30 LT	Electric	Underground cable in conflict with proposed bridge replacement.	ComEd
Sta. 100+30 LT	Electric	Underground cable in conflict with proposed water main installation.	ComEd
Sta. 99+65 to Sta. 100+35 RT	Cable TV	Cable attached to structure and existing pedestal in conflict with proposed bridge replacement.	Comcast
Sta. 98+60 LT	Gas	Underground gas main in conflict with proposed light pole foundation.	Nicor
Sta 99+60 to Sta. 100+30 LT	Gas	Underground gas main in conflict with proposed bridge replacement.	Nicor
Sta. 100+82 LT	Gas	Underground gas main in conflict with proposed light pole foundation.	Nicor

The following contact information is what was used during the preparation of the plans as provided by the Agency/Company responsible for resolution of the conflict.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
ComEd	Kyle Isek	779-231-1740	Kyle.Isek@comed.com
Comcast	Axel Perez	(773) 851-8613	Axel_Perez@cable.comcast.com
Nicor	Sakibul Forah	(630) 388-2903	sforah@southernco.com

The above represents the best information available to the Department and is included for the convenience of the bidder. Applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

PUBLIC CONVENIENCE AND SAFETY (D1)

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

“If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply.”

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

“The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After.”

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

“On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday, except where structure construction or major rehabilitation makes it impractical.”

AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS (D1)

Effective: April 1, 2001

Revised: January 2, 2007

Revise Article 402.10 of the Standard Specifications to read:

“402.10 For Temporary Access. The contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as directed by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as directed by the Engineer.

- (a) Private Entrance. The minimum width shall be 12 ft (3.6 m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.
- (b) Commercial Entrance. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The maximum grade shall be six percent, except as required to match the existing grade.
- (c) Road. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface course for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03.”

Add the following to Article 402.12 of the Standard Specifications:

“Aggregate surface course for temporary access will be measured for payment as each for every private entrance, commercial entrance or road constructed for the purpose of temporary access. If a residential drive, commercial entrance, or road is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified.”

Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

“Aggregate surface course for temporary access will be paid for at the contract unit price per each for TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE) or TEMPORARY ACCESS (ROAD).

Partial payment of the each amount bid for temporary access, of the type specified, will be paid according to the following schedule:

- (a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.
- (b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access.”

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)

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
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 ^{1/}
	SMA 12.5 ^{2/}	CA 13 ^{4/} , CA 14, or CA 16
	SMA 9.5 ^{2/}	CA 13 ^{3/4/} or CA 16 ^{3/}
	IL-9.5	CA 16, CM 13 ^{4/}
HMA Low ESAL	IL-9.5FG	CA 16
	IL-19.0L	CA 11 ^{1/}
	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	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5”

Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

“Item	Article/Section
(g)Performance Graded Asphalt Binder (Note 6)	1032
(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.

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:

“MIXTURE COMPOSITION (% PASSING) ^{1/}												
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	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								

"MIXTURE COMPOSITION (% PASSING) ^{1/}												
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max	min	max
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	32 ^{4/}	34 ^{5/}	52 ^{2/}	45	60 ^{6/}	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

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-12.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}	
SMA-9.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}	
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 ≥ 2.760 .
- 4/ Applies when specific gravity of coarse aggregate is < 2.760 .
- 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 , P, T _B , 3W, O _T , O _B	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/}	T _B	T _F	As specified in Articles 582.05 and 582.06.
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“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 (O_T). T_F 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.”

Reclaimed asphalt shingles (RAS) shall not be allowed for use in any HMA items.

ADJUSTMENTS AND RECONSTRUCTIONS (D1)

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

“**602.04 Concrete.** Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-1 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020.”

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

“Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Add the following to Article 602.11:

“All joints between manhole sections, adjustment rings, and frames exposed during the structure adjustment or reconstruction shall be sealed with butyl mastic in accordance with the contract drawings. All sanitary manholes to be adjusted or reconstructed shall include a new Infi-Shield Uni-Band external chimney seal or approved equal in accordance with the contract drawings. Butyl mastic and external chimney seals shall not be paid for separately but shall be included in the cost of the applicable adjustment or reconstruction pay items.

Revise Article 603.05 to read:

“603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.06 to read:

“603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-1 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface.”

Revise the first sentence of Article 603.07 to read:

“603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.”

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (D1)

Effective: April 1, 2011

Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

- “(i) Temporary Hot-Mix Asphalt (HMA) Ramp (Note 1) 1030
- “(j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

Note 2. The rubber material shall be according to the following.

Property	Test Method	Requirement
Durometer Hardness, Shore A	ASTM D 2240	75 ±15
Tensile Strength, psi (kPa)	ASTM D 412	300 (2000) min
Elongation, percent	ASTM D 412	90 min
Specific Gravity	ASTM D 792	1.0 - 1.3
Brittleness, °F (°C)	ASTM D 746	-40 (-40)°

Revise Article 603.07 of the Standard Specifications to read:

“603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.

When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

- (a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.
- (b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)
Thickness at inside edge	Height of casting ± 1/4 in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min

Placement shall be according to the manufacturer’s specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03.”

TRAFFIC CONTROL AND PROTECTION (ARTERIALS) (D1)

Effective: February 1, 1996

Revised: March 1, 2011

Specific traffic control plan details and Special Provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary

to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route according to the details shown in the plans.

Method of Measurement: All traffic control (except "Traffic Control and Protection (Expressways)" and temporary pavement markings) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

Basis of Payment: All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

Temporary pavement markings will be paid for separately unless shown on a Standard.

TRAFFIC CONTROL PLAN (D1)

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.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

STANDARDS:

701006-05	OFF-RD OPERATIONS, 2L, 2W, 15' TO 24" FROM PAVEMENT EDGE
701301-04	LANE CLOSURE, 2L, 2W, SHORT TIME OPERATIONS
701801-06	SIDEWALK, CORNER OR CROSSWALK CLOSURE
701901-08	TRAFFIC CONTROL DEVICES

DETAILS:

TYPICAL PAVEMENT MARKINGS (TC-13)

DETOUR SIGNING FOR CLOSING STATE HIGHWAYS (TC-21)

SPECIAL PROVISIONS:

MAINTENANCE OF ROADWAYS (D1)

PUBLIC CONVENIENCE AND SAFETY (D1)

TRAFFIC CONTROL AND PROTECTION (ARTERIALS) (D1)

VEHICLE EQUIPMENT WARNING LIGHTS (BDE)

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

FRICITION AGGREGATE (D1)

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	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}

Use	Mixture	Aggregates Allowed	
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> ^{5/} :	
		Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/}	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} :	
		Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Dolomite ^{2/}	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		

Use	Mixture	Aggregates Allowed	
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel ^{2/} or Dolomite ^{2/}	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.”

UNIT DUCT

Effective: January 1, 2012

Revise the first paragraph of Article 810.04 to read:

“The unit duct shall be installed at a minimum depth of 30 inches (760 mm) unless otherwise directed by the Engineer.”

Revise Article 1088.01(c) to read:

“(c) Coilable Nonmetallic Conduit.

General:

The duct shall be a plastic duct which is intended for underground use and which can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance. The duct shall be a plastic duct which is intended for underground use and can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance.

The duct shall be made of high-density polyethylene which shall meet the requirements of ASTM D 2447, for Schedule 40. The duct shall be composed of black high density polyethylene meeting the requirements of ASTM D 3350, Class C, Grade P33. The wall thickness shall be in accordance with Table 2 for ASTM D 2447.

The duct shall be UL listed per 651-B for continuous length HDPE coiled conduit. The duct shall also comply with NEC Article 354.100 and 354.120.

Submittal information shall demonstrate compliance with the details of these requirements.

Dimensions:

Duct dimensions shall conform to the standards listed in ASTM D2447. Submittal information shall demonstrate compliance with these requirements.

Nominal Size		Nominal I.D.		Nominal O.D.		Minimum Wall	
mm	in	mm	in	mm	in	mm	in
31.75	1.25	35.05	1.380	42.16	1.660	3.556 +0.51	0.140 +0.020
38.1	1.50	40.89	1.610	48.26	1.900	3.683 +0.51	0.145 +0.020

Nominal Size		Pulled Tensile	
mm	in	N	lbs
31.75	1.25	3322	747
38.1	1.50	3972	893

Marking:

As specified in NEMA Standard Publication No. TC-7, the duct shall be clearly and durably marked at least every 3.05 meters (10 feet) with the material designation (HDPE for high density polyethylene), nominal size of the duct and the name and/or trademark of the manufacturer.

Performance Tests:

Polyethylene Duct testing procedures and test results shall meet the requirements of UL 651. Certified copies of the test report shall be submitted to the Engineer prior to the installation of the duct. Duct crush test results shall meet or exceed the following requirements:

Duct Diameter		Min. force required to deform sample 50%	
mm	in	N	lbs
35	1.25	4937	1110
41	1.5	4559	1025

WIRE AND CABLE

Effective: January 1, 2012

Add the following to the first paragraph of Article 1066.02(a):

“The cable shall be rated at a minimum of 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals.”

Revise the Aerial Electric Cable Properties table of Article 1066.03(a)(3) to read:

Aerial Electric Cable Properties

Phase Conductor		Messenger wire			
Size AWG	Stranding	Average Insulation Thickness		Minimum Size AWG	Stranding
		mm	mils		
6	7	1.1	(45)	6	6/1
4	7	1.1	(45)	4	6/1
2	7	1.1	(45)	2	6/1
1/0	19	1.5	(60)	1/0	6/1
2/0	19	1.5	(60)	2/0	6/1
3/0	19	1.5	(60)	3/0	6/1
4/0	19	1.5	(60)	4/0	6/1

Add the following to Article 1066.03(b) of the Standard Specifications:

“Cable sized No. 2 AWG and smaller shall be U.L. listed Type RHH/RHW and may be Type RHH/RHW/USE. Cable sized larger than No. 2 AWG shall be U.L. listed Type RHH/RHW/USE.”

Revise Article 1066.04 to read:

“Aerial Cable Assembly. The aerial cable shall be an assembly of insulated aluminum conductors according to Section 1066.02 and 1066.03. Unless otherwise indicated, the cable assembly shall be composed of three insulated conductors and a steel reinforced bare aluminum conductor (ACSR) to be used as the ground conductor. Unless otherwise indicated, the code word designation of this cable assembly is “Palomino”. The steel reinforced aluminum conductor shall conform to ASTM B-232. The cable shall be assembled according to ANSI/ICEA S-76-474.”

Revise the second paragraph of Article 1066.05 to read:

“The tape shall have reinforced metallic detection capabilities consisting of a woven reinforced polyethylene tape with a metallic core or backing.”

PIPE UNDERDRAINS FOR STRUCTURES

Effective: May 17, 2000

Revised: October 23, 2020

Add the following to the table following the second paragraph of Article 601.01:

Type	Description
Pipe Underdrains for Structures	A perforated pipe, encased in fabric, installed in a trench backfilled with coarse and fine aggregate
Pipe Underdrains for Structures (Special)	A non-perforated pipe installed in a trench to outlet Pipe Underdrains for Structures

Revise the first sentence of Article 601.02(e) as follows:

(e) Pipe Underdrains (Special) and Pipe Underdrains for Structures (Special). Materials for pipe underdrains (special) and pipe underdrains for structures (special) shall be according to the following.

Add the following to Article 601.02:

(g) Pipe Underdrains for Structures

Item	Article/Section
(1) Perforated Corrugated Steel Pipe (Note 1) (Note 3)	1006.01
(2) Perforated Polyvinyl Chloride (PVC) Pipe (Note 3)	1040.03
(3) Perforated Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior (Note 3)	1040.03
(4) Perforated Corrugated Polyethylene (PE) Pipe (Note 2) (Note 3)	1040.04
(5) Perforated Corrugated Polyethylene (PE) Pipe with a Smooth Interior (Note 3)	1040.04
(6) Fine Aggregate for Bedding and Backfill (Note 5).....	1003.04
(7) Coarse Aggregate for Bedding and Backfill (Note 5).....	1004.05
(8) Geotechnical Fabric.....	1080.05

Note 5. Fine and Coarse Aggregate shall meet the requirements of Section 586.

Revise the first sentence of Article 601.04(d) as follows:

(e) Pipe Underdrains (Special) and Pipe Underdrains for Structures (Special). Pipe underdrains (special) and pipe underdrains for structures (special) used for outletting pipe underdrains shall be according to the trench requirements for pipe underdrains.

Revise the first sentence of Article 601.05 as follows:

Concrete headwalls for pipe drains, pipe underdrains (special), pipe underdrains for structures (special), and backslope drains shall be constructed at the locations and according to the details shown on the plans.

Revise Article 601.07 as follows:

601.07 Method of Measurement. Pipe drains, pipe underdrains, pipe underdrains for structures, pipe underdrains (special), and pipe underdrains for structures (special) will be measured for payment in feet (meters) in place.

Measurement for pipe underdrain (special) and pipe underdrains for structures (special) will be made from the back of the headwall to the centerline of the pipe underdrain or pipe underdrain for structures.

Add the following sentence to Article 601.08:

Pipe underdrains for structures will be paid for at the contract unit price per foot (meter) for PIPE UNDERDRAINS FOR STRUCTURES, of the diameter specified. Pipe underdrains for structures

(special) will be paid for at the contract unit price per foot (meter) for PIPE UNDERDRAINS FOR STRUCTURES (SPECIAL), of the diameter specified.

BRIDGE DECK CONSTRUCTION

Effective: October 22, 2013

Revised: December 21, 2016

When Diamond Grinding of Bridge Sections is specified, hand finishing of the deck surface shall be limited to areas not finished by the finishing machine and to address surface corrections according to Article 503.16(a)(2). Hand finishing shall be limited as previously stated solely for the purpose of facilitating a more timely application of the curing protection. In addition the requirements of 503.16(a)(3)a. and 503.16(a)(4) will be waived.

Revise the Second Paragraph of Article 503.06(b) to read as follows.

“When the Contractor uses cantilever forming brackets on exterior beams or girders, additional requirements shall be as follows.”

Revise Article 503.06(b)(1) to read as follows.

“(1) Bracket Placement. The spacing of brackets shall be per the manufacturer’s published design specifications for the size of the overhang and the construction loads anticipated. The resulting force of the leg brace of the cantilever bracket shall bear on the web within 6 inches (150 mm) of the bottom flange of the beam or girder.”

Revise Article 503.06(b)(2) to read as follows.

“(2) Beam Ties. The top flange of exterior steel beams or girders supporting the cantilever forming brackets shall be tied to the bottom flange of the next interior beam. The top flange of exterior concrete beams supporting the cantilever forming brackets shall be tied to the top flange of the next interior beam. The ties shall be spaced at 4 ft (1.2 m) centers. Permanent cross frames on steel girders may be considered a tie. Ties shall be a minimum of 1/2 inch (13 mm) diameter threaded rod with an adjusting mechanism for drawing the tie taut. The ties shall utilize hanger brackets or clips which hook onto the flange of steel beams. No welding will be permitted to the structural steel or stud shear connectors, or to reinforcement bars of concrete beams, for the installation of the tie bar system. After installation of the ties and blocking, the tie shall be drawn taut until the tie does not vary from a straight line from beam to beam. The tie system shall be approved by the Engineer.”

Revise Article 503.06(b)(3) to read as follows.

“(3) Beam Blocks. Suitable beam blocks of 4 in x 4 in (100 x 100 mm) timbers or metal structural shapes of equivalent strength or better, acceptable to the Engineer, shall be wedged between the webs of the two beams tied together, within 6 inches (150 mm) of the bottom flange at each location where they are tied. When it is not feasible to have the resulting force from the leg brace of the cantilever brackets transmitted to the web within 6 inches (150 mm) of the bottom flange, then additional blocking shall be placed at each bracket to transmit the resulting force to within 6 inches (150 mm) of the bottom flange of the next interior beam or girder.”

Delete the last paragraph of Article 503.06(b).

ELECTRIC CABLE

Effective: May 22, 2002

Revised: July 1, 2015

873.01TS

Delete "or stranded, and No. 12 or" from the last sentence of Article 1076.04 (a) of the Standard Specifications.

Add the following to the Article 1076.04(d) of the Standard Specifications:

Service cable may be single or multiple conductor cable.

CONCRETE FOUNDATIONS

Effective: May 22, 2002

Revised: November 01, 2018

878.01TS

Add the following to Article 878.03 of the Standard Specifications:

All anchor bolts shall be according to Article 1006.09, with all anchor bolts hot dipped galvanized a minimum of 12 in. at the threaded end.

No foundation is to be poured until the Resident Engineer gives his/her approval as to the depth of the foundation.

Add the following to the first paragraph of Article 878.05 of the Standard Specifications:

The concrete apron in front of the cabinet and UPS shall be included in this pay item.

EARTH EXCAVATION

202.04 Classification: Add the following;

Stripping and removal of existing topsoil will be measured and paid for as EARTH EXCAVATION.

DETECTABLE WARNINGS

Description. This work shall consist of constructing a surface of truncated domes in accordance with the applicable portions of Section 424 of the Standard Specifications and drawing details, except as modified herein.

424.02 Materials. Add the following;

(c) Detectable warning plates shall be Armor-Tile Cast-in-Place. The color shall be Brick Red #22144. Shop drawings shall be submitted to the Engineer for approval before installation.

Basis of Payment: This work will be measured and paid for at the contract unit price per square foot for DETECTABLE WARNINGS and shall include the cost of the tile and installation.

COMBINATION CONCRETE CURB AND GUTTER, TYPE M (SPECIAL)

Description. This work shall be in accordance with Section 606 of the Standard Specifications, the applicable Highway standards, and the following special provision.

This work shall consist of constructing type M-3.18 combination concrete curb and gutter at the locations shown in the drawings.

Construction Requirements. Combination concrete curb and gutter shall be installed per the dimensions of a Type M-4.18 combination curb and gutter as shown in Highway Standard 606001, except that the height of the curb shall be 3 inches high. All other dimensions and slopes shall be per the Highway Standard. Membrane curing method shall be used in accordance with Section 1020 of the Standard Specifications.

Method of Measurement. This work will be measured for payment per foot of combination curb and gutter installed, as measured along the flow line of the gutter.

Basis of Payment. This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE M (SPECIAL). The unit price shall include all materials, labor, and equipment necessary to install the combination curb and gutter as specified.

LIGHT POLE FOUNDATION, SPECIAL

Description. This work shall be in accordance with Section 800 of the Standard Specifications, the details in the drawings, and the following special provision.

This work shall consist of constructing a concrete light pole foundation at the location and dimensions shown in the drawings.

Construction Requirements. All anchor bolts shall be according to Article 1006.09, with all anchor bolts hot dipped galvanized a minimum of 12 in. (300 mm) at the threaded end.

Concrete foundations shall be installed at the dimensions for Residential street lights as shown in the details in the drawings. No foundation is to be poured until the Engineer gives approval on the depth of the foundation.

Existing underground wiring shall be reused as needed to provide power to the proposed light pole foundation. Any new underground conduit, unit duct, or wiring needed to provide power to the proposed light pole foundation shall not be paid for separately but shall be included in the cost of the light pole foundation.

Method of Measurement. This work will be measured for payment per foot of foundation depth installed.

Basis of Payment. This work will be paid for at the contract unit price per foot for LIGHT POLE FOUNDATION, SPECIAL. The unit price shall include all materials, including concrete, anchor bolts, conduit, unit duct, wiring, and grounding rods; labor; and equipment necessary to install the proposed light pole foundation as specified.

RELOCATE EXISTING LIGHT POLE WITH LUMINAIRE

Description. This work shall be in accordance with Section 800 of the Standard Specifications, the details in the drawings, and the following special provision.

This work shall consist of removing existing City of Wheaton decorative light poles with luminaires from existing concrete foundations, storing, and reinstalling on new concrete foundations according to the drawings and as hereinafter provided.

Construction Requirements. The Department assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, all light pole and luminaire equipment shall be inspected, and a list of any damaged or non-working equipment shall be provided to the Engineer. Any damaged or non-working equipment not identified as damaged or non-working prior to removal will be replaced by the contractor at no cost to the Department.

Contractor shall arrange for the de-energizing of the existing decorative light poles. The existing decorative light poles with luminaires shall be relocated according to the plans from their concrete foundation to their new locations using new connecting hardware. Contractor shall verify that all access hand hole doors, all associated hardware, and all internal wiring remains intact. Any new wiring and hardware needed to reenergize the light poles with luminaires shall not be paid for separately but shall be included in the cost of the relocation. Any existing signs attached to the existing light poles shall remain attached to the light poles and appropriately oriented with the direction of traffic as needed at their relocated positions.

The existing light pole foundations shall be saw cut and partially removed to a depth as needed to construct the proposed sidewalk and subbase above the existing foundations. The remainder of the existing light pole foundations below this elevation shall be abandoned in place.

Method of Measurement. This work will be measured for payment per each location acceptably completed.

Basis of Payment. This work will be paid for at the contract unit price per each for RELOCATE EXISTING LIGHT POLE WITH LUMINAIRE. The unit price shall include all materials, labor, and equipment necessary to properly remove, store, and reinstall the existing decorative lighting pole with luminaire and to partially remove the existing light pole foundation as specified.

INSTALL PRESS-BRAKE-FORMED STEEL TUB GIRDER (PBFSTG)

Description. Contractor shall install galvanized press-brake-formed steel tub girder (PBFSTG) elements according to the drawings, the applicable portions of Section 505 of the Standard Specifications, and as specified herein. The Press-Brake-Formed Steel Tub Girder (PBFSTG) elements shall be furnished by Owner.

Shop Drawings. Contractor shall request approved shop drawings prepared by the PBFSTG manufacturer and provided by the Owner. Shop drawings shall include the physical dimensions, methods of manufacture, structural steel dimensions, structural steel material properties, recommended installation procedure, design assumptions, design loads, and design calculations. The shop drawings must be sealed by a state-licensed Professional Engineer.

Installation.

- a. Handling and Storing Materials.** Structural steel material shall be stored on platforms, skids, or other supports above high-water elevations. Materials shall be maintained free of dirt, oil, or other contaminants and protect from corrosion. Structural steel members shall be padded in storage at points of contact. Trough sections shall be pitched to provide drainage. Long members shall be supported at frequent intervals to prevent deflection. Members shall be handled, stored, and braced in the erected position to avoid distortion, unless otherwise authorized by the Engineer.
1. Fabricated structural steel members and primary components of main members shall be handled with clamps or plate hooks that do not leave nicks, gouges, or depressions. Damage to main members shall be repaired using methods approved by the Engineer. Damage shall be repaired consistent with the delivery of structural steel in accordance with ASTM A6/A6M and AWS D1.5. Chains or chokers shall not be used for handling structural steel, unless placing a protective shield (softener) between the chain or choker and the structural steel.
 2. Minimize handling stresses on beams during transportation, storage, and erection. Use a one-point pickup so overhang does not exceed the values specified below. Do not exceed the distances specified below between hooks for a two-point pickup.

Rigging Requirements

Beam Size	U18
Overhang for one-point or 2-point pickup, maximum	25 feet
Distance between hooks for 2-point pickup, maximum	50 feet

- b. Shipping.** Contractor shall provide the owner with copies of the bill of lading as directed by the Engineer.
1. Weights of individual members shall be shown on the statements. Mark weights on the member if greater than 6 tons. Load, transport, and unload structural members using trucks or railcars, without stressing, deforming, or otherwise damaging members. Place a protective shield between the chain or chain binder and main members during shipping, to prevent gouging the flange edges or damaging the coating.
 2. Contractor shall pack bolts, nuts, and washers of each size separately. Store and ship pins, small parts, and packages of bolts, washers, and nuts in clean, moisture-proof boxes, crates, kegs, or barrels. The gross weight of each package shall be limited to 300 pounds. Contractor shall provide a list and description of contents on the outside of each shipping container.
- c. Erection.** Before beginning work, Contractor shall obtain the Engineer's approval for proposed equipment and erection methods. Do not use material intended for the finished structure for erection or temporary purposes, unless otherwise shown on the plans or approved by the Engineer.
1. The Engineer's approval does not relieve the Contractor of the responsibility for the safety of the method or equipment.
 2. Bearing pads shall be positioned with a full, uniform bearing on the substructure concrete. Bearing pad positions shall be adjusted to compensate for temperature at the time of erection.

3. Position beams on the substructure. Bearing pads shall be shimmed to provide full bearing contact with the bottom of the beam. Rigidly block beams in place before beginning deck and diaphragm forming.
- d. **Assembly.** Contractor shall assemble parts according to the plans and approved shop drawings. Do not damage structural steel during erection. Clean rust, loose mill scale, dirt, oil or grease, and other deleterious material from bearing surfaces and surfaces in permanent contact before assembly
 1. **Bolted Splice Assembly.** Individual spliced members of each PBFSTG shall be assembled one time.
 - A. High-Strength Bolted Connections. A high-strength bolt assembly consists of one high-strength bolt, one heavy hex nut, one hardened circular washer, and one lock washer where required. Provide a high-strength bolt assembly for each hole in the connection of structural joints.
 - B. A hardened circular washer shall be installed under the end of the high-strength bolt assembly (head or nut) rotated during tightening. Additionally, install hardened circular washers to cover oversized holes where required in the outer plies of the structural joint.
 - C. Bolts used in bottom flange field splices must be positioned with the head on the bottom side of the bottom flange and the nut on the top side of the bottom flange. Likewise, bolts in the fascia member must be positioned with the head on the outside (fascia) of the structure and the nut on the interior side of the structure.
 - D. All permanent bolts shall be tightened using the turn-of-nut (TON) method per Research Council on Structural Connections (RCSC) requirements for slip critical connections.
 - E. Provide heavy, semi-finished, hexagonal nuts with one circular washer for each bolt. Lubricate galvanized nuts with a lubricant with a visible dye. Two washers shall be supplied for oversize holes, one under each element. Supply five percent more high strength steel bolts of each size and length than required.
 - F. Fasteners shall be protected from dirt and moisture on the project. Remove only the number of fasteners required to be installed and tightened during a working shift. Lubricant must not be removed from fasteners. Visible corrosion or contamination is a cause for rejection of the fasteners.
- e. **Repair of Field Damaged Galvanized Surfaces.** Exposed underlying steel or coating thickness less than 50% of the specified thickness or thickness equivalent is considered damage.
 1. Thickness equivalent is 2.3 ounces of zinc per square foot equals 3.9 mils.
 2. Use zinc-rich primer, or zinc metallizing in accordance with ASTM A780/A780M.

Method of Measurement. This work will be measured for per lump sum.

Basis of Payment. This work will be paid for at the contract lump sum price for INSTALL PRESS-BRAKE-FORMED STEEL TUB GIRDER (PBFSTG). The unit price shall include all labor, and equipment necessary to erect all PBFSTG, including steel girders, bearing pads, sole plates, shear developers, all formwork, bolts, washers, welding, welding materials, galvanization, hardware, and position dowels or anchor bolts.

The Contractor is responsible for ordering and obtaining position dowels or anchor bolts in accordance with the details in the plans.

WATER MAIN

Add the following to **Article 561.01 Description**. This work shall be in accordance with Sections 20, 40, 41, and standard drawings of the SSWSC, and Section 561 of the Standard Specifications, the details in the drawings, and the following special provision.

562.02 Materials. Materials shall meet the specifications of Section 40 of the SSWSC and the following;

40-2.01 PIPE MATERIALS

Add the following paragraph to this section:

All pipe and materials used in performance of the work shall be clearly marked as to strength, class, or grade. Pipe and materials not so marked shall be subject to rejection.

40-2.01B DUCTILE IRON PIPE

Replace this section with the following:

Unless otherwise noted in the project documents, all water main pipe shall be ductile iron, minimum thickness Class 52, with restrained push-on joints, designed in accordance with ANSI/AWWA C151/A21.51, except gaskets shall be neoprene or other synthetic rubber. Push-on joints shall include "Field Lok" joint restraint gaskets by U.S. Pipe or approved equal, meeting the requirements of ANSI/AWWA C111/A21.11. All fittings shall be mechanically restrained joint fittings and the restraining components shall be ductile iron in accordance with applicable requirements of ANSI/AWWA C110/A21.10 and/or C153/A21.53. Interior of pipe shall have a bituminous coating, as specified in AWWA C151. Exterior of pipe shall be coated with a layer of arc-sprayed zinc in accordance with ISO 8179. The mass of the zinc applied shall be 200 grams per square meter of pipe surface area. A finishing layer of bituminous coating shall be applied over the zinc coating as specified in AWWA C151. Inner surfaces of all ductile iron water piping shall have a cement mortar lining in accordance with the requirements of AWWA C104. Type of pipe shall be clearly marked on pipe by manufacturer.

All ductile iron piping and fittings shall be polyethylene-encased in accordance with AWWA C105. Polyethylene encasement shall be V-BIO Enhanced Polywrap by U.S. Pipe, or approved equal. Any rips or punctures shall be repaired prior to backfilling pipe. Polyethylene encasement shall be taped to provide a snug fit along the pipe.

In cases where corporation stops are to be tapped into mains, pipe wall thickness shall be furnished as specified in AWWA C151 to provide engagement of four threads, or pipe saddles shall be furnished as approved by the manufacturer.

40-2.05A CAST IRON OR DUCTILE IRON PIPE FITTINGS

Replace this section with the following:

All standard water main pipe fittings sizes 3 inches through 24 inches shall be ductile iron Class 350 conforming to requirements of ANSI/AWWA C153/A21.53 and ANSI/AWWA C111/21.11. All water main fittings shall have a cement mortar lining in accordance with the

requirement of ANSI/AWWA C104/A21.4. Fittings shall be furnished with a rated working pressure of 150 psi. All fitting joints shall be mechanical joint.

“MEGALUG” or approved equal retainers shall be used at all connections of water mains to bends, tees, crosses, reducers, and other fittings. All mechanical joints shall have a minimum of six (6) “Sac-Nuts”.

Special fittings shall be furnished and installed as specified. CONTRACTOR shall be responsible for furnishing and installing all fittings necessary to construct the water main and appurtenances in the locations shown in the plans at the specified depth of bury and for making all necessary connections to existing mains.

No additional payment will be allowed for water main fittings. The cost of all water main fittings shall be considered incidental to the cost of the water main piping.

41-2.02 EXCAVATION, BACKFILL, AND CLEAN UP DEPTH OF PIPE COVER

Replace the second paragraph with the following:

The minimum depth of cover for water main and water service lines shall be 5.5 feet below existing ground or the proposed grade to the crown of the pipe. The depth shall be increased as shown on the plan and profile sheets or as necessary to avoid conflict with other utilities at no change in bid price. Deviation from grade shall not exceed ± 0.1 feet. Special care shall be taken with regard to grade in the vicinity of existing and planned utility crossings.

The proposed water main shall be protected with a minimum temporary ground cover of at least 3.0 feet during construction activities between April 1 and November 1 of the same calendar year. In the case that water main construction is not completed and the final proposed grade above the water main is not placed between these dates, a minimum temporary ground cover of at least 5.5 feet must be maintained above the water main between November 1 and April 1 of the following year.

41-2.10 THRUST BLOCKING

Replace the first, second, and sixth paragraphs in this section with the following:

Water main shall be installed in accordance with AWWA C600 for iron pipe. All plugs, caps, tees, hydrants, bends, and other fittings for water mains shall be provided with restrained joints.

The minimum length of pipe adjacent to fittings to be restrained shall be as shown in the following table:

REQUIRED LENGTH OF RESTRAINED PIPE BEYOND FITTING IN FEET

Fitting	Minimum Length—Ft
90 Degree Bend (8 inches)	42
45 Degree Bend (8 inches)	18
22 1/2 Degree Bend (8 inches)	9
11 1/4 Degree Bend (8 inches)	5

Fitting	Minimum Length—Ft
Fire Hydrant Leads	All Joints
End of Line Tees (8 inches)*	22 (Along Branch)

*Restrained run length on tees is assumed to be 12 feet on each side of fitting.

This table assumes horizontal orientation of fittings, 150 psi test pressure plus a 100 psi water hammer allowance, ductile iron pipe, and a 5-foot bury. Lengths shall be adjusted for other conditions and fittings.

Gland body, wedges, and wedge actuating components shall be ductile iron conforming to ASTM A536 Grade 65-45-12. Bolts and tie rods shall be high-strength, low-alloy steel conforming to AWWA C111. All nuts and bolts shall be corrosion-resistant Corten.

561.03 General. Delete Articles 561.03(a) and 561.03(b) of the Standard Specifications and refer to Sections 20 and 41 of the SSWSC and the following:

20-1A METHOD OF PAYMENT

Add the following section:

All trench excavation shall be included in the cost of the pipe or associated structure being installed and will not be measured separately for payment.

20-2 DEFINITIONS

Final Backfill—Final backfill shall consist of backfilling from the top of initial backfill to the natural or finished surface line or to the underside of proposed pavement base.

20-3.01 FOUNDATION, BEDDING, AND HAUNCHING

Replace this section with the following:

Foundation, bedding, and haunching material shall be gradation CA-7 meeting the Standard Specifications. A minimum of 6 inches of bedding shall be required for all water main.

20-3.02 INITIAL BACKFILL

Add the following paragraph to this section:

Where aggregate trench backfill is required underneath paved surfaces per SSWSC requirements, initial backfill material shall be gradation CA-7 meeting the requirements of the standard specifications.

20-4.04 REMOVAL OF WATER

Add the following paragraphs to this section:

CONTRACTOR shall take all necessary precautions during the dewatering operation to protect adjacent structures against subsidence, flooding, or other damage. Prior to dewatering, CONTRACTOR shall take into account the effect of its proposed dewatering operation on existing

private water supply systems and shall make arrangements with property owners for protecting their supplies or providing alternative supply.

All dewatering equipment including cofferdams, temporary bypass pumping, or other methods needed to install the proposed water main via open cut excavation across the existing creek shall not be paid for separately, but shall be included in the cost of the water main pipe. The CONTRACTOR's means and methods for installing the water main across the creek shall be reviewed and approved by the Engineer prior to beginning installation.

In areas where continuous operation of dewatering pumps is necessary, CONTRACTOR shall avoid noise disturbance to nearby residences to the greatest extent possible.

Any permits necessary for the dewatering operations shall be obtained and paid for by CONTRACTOR.

The expense for making all extra excavations necessary to prevent water from interfering with the proper construction of the work, and for forming of all dams, digging sumps or pump wells, bailing, and pumping shall be borne by CONTRACTOR.

Dewatering discharges shall be provided with erosion control filters to remove sediments and to protect open drainage ways and surface waters. Erosion control filters required for dewatering operations will not be paid for separately and shall be included in the cost of the water main pay items.

20-4.05 TRENCH EXCAVATION, FOUNDATION, BEDDING AND HAUNCHING

Replace the second sentence in the ninth paragraph in this section with the following:

Haunching shall extend for the entire width of the trench and length of the pipe for all pipe materials at all locations.

Add the following to the fourth paragraph of this section:

Unsuitable soils shall be brought to the attention of the Engineer prior to removal. No payment shall be made for foundation material where the unsuitable soils have not been viewed by the Engineer.

Add the following to the end of this section:

Excavation By Hand Or Machine

The elevations shown for existing work and ground are reasonably correct but are not guaranteed to be absolutely accurate. No extras will be allowed because of variations between plans and actual grades.

The trench shall be excavated so the pipe can be laid to the alignment and depth required. The trench shall not be excavated more than 100 feet in advance of pipe laying.

Prior to all excavating, CONTRACTOR shall become thoroughly familiar with the site and site conditions.

20-4.06B FINAL BACKFILL

Add the following paragraphs to this section:

Where aggregate trench backfill is required underneath paved surfaces per SSWSC requirements, initial backfill material shall be gradation CA-7 meeting the requirements of the standard specifications.

All trenches shall be backfilled using specified material so that excessive lengths of trench are not left open. In general, the backfilling operation shall proceed so that no more than 100 feet of trench is open behind the pipe laying operation.

In all areas underneath paved surfaces, the backfill shall be left below the original surface to allow for placement of crushed aggregate surfacing, plus any pavement replacement required. If settlement occurs, CONTRACTOR shall restore the surface improvements at its own expense to maintain the finished surface.

20-5 MEASUREMENT AND PAYMENT

Add the following at the end of this section:

Bedding and haunching for all piping on the project shall be considered included in the cost of the pipe and will not be measured separately for payment.

20-5.03A SELECT GRANULAR BACKFILL AS INITIAL BACKFILL

Add the following at the end of this section

Select Granular Backfill shall be paid for at the CONTRACT unit price for TRENCH BACKFILL.

20-5.03A SELECT GRANULAR BACKFILL AS FINAL BACKFILL

Add the following at the end of this section

Select Granular Backfill shall be paid for at the CONTRACT unit price for TRENCH BACKFILL.

41-2.14A PRESSURE TEST

Delete this section and refer to leakage test.

41-2.14C LEAKAGE TEST

Replace paragraph (1) with the following:

As part of the construction, water mains shall be pressure and leakage tested in accordance with this section. All testing shall be performed before curb and gutter or other permanent type surface improvement work begins. The Engineer shall be notified at least 24 hours before the test. The filling of the water main shall be at a rate set by the Engineer with all hydrants and whips in the open position and slowly closed in the order in which water appears.

A form documenting the test procedure and results shall be signed by CONTRACTOR and the Engineer's representative witnessing the test.

All newly-laid pipe shall be subjected to a hydrostatic pressure of 150 pounds per square inch, in accordance with AWWA C-600. Duration of each pressure test shall be for a period of not less than two hours. Each valved section of pipe shall be filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe. Before applying the specified test pressure, all air shall be expelled from the pipe. All leaks shall be repaired until tight. Any cracked or defective pipes, fittings, valves, or hydrants discovered in consequence of this pressure test shall be removed and replaced and the test repeated until satisfactory results are obtained.

All testing shall be performed before the installation of water service lines.

All materials, work, and equipment necessary for this work shall be furnished by CONTRACTOR and considered included in the contract unit prices for water main pay items.

41-2.15 DISINFECTION OF WATER MAIN

Add the following to the end of this section:

Disinfection of the water main shall be accomplished in accordance with Illinois Environmental Protection Agency requirements. All disinfection shall be completed under the direct supervision of a Licensed City of Wheaton Water Operator or designated representative. Disinfection of water main will not be paid for separately but will be included in the contract unit prices for water main pay items.

41-2.15H FINAL FLUSHING AND TESTING

Add the following to the end of this section:

Arrangements must be made with the City of Wheaton Public Works Department prior to flushing. Sampling locations will be determined by the City of Wheaton Water Division or designated representative during construction. A sampling tap will be required to test the source. Sampling from fire hydrants shall not be allowed.

41-2.16 WATER USAGE

The initial flush, fill, chlorination and sampling of newly installed water main will incur a water charge. The water cost will be calculated based on the size and length of the water main on the design plans and the number of times the system is flushed. The minimum charge will be \$100.00 per flushing.

561.05 Basis of Payment. Delete the first paragraph add the following;

This work will be measured and paid for at the contract unit price per foot of DUCTILE IRON WATER MAIN of the diameter specified. This price shall include all bends, tees, crosses, reducers, plugs, fittings, thrust blocks, retainer glands, encasement, chlorination, pressure and leakage testing, bedding material, haunching material, polyethylene encasement, tracer wire, labor and equipment necessary to construct the water main as specified herein.

GATE VALVE AND BOX

Description. This work consists of furnishing and installing a gate valve with a valve box and valve box adaptor. The work shall be in accordance with Sections 42, 44, and standard drawings of the SSWSC, and the following special provision.

General.

42-2.01 MANUFACTURE AND MARKING

Add the following to this section:

Valves 12-inches and smaller shall be gate valves with the following features: mechanical joint, resilient wedge, cast iron or ductile iron, bronze-mounted, O-ring seal, bronze non-rising stems, constructed in accordance with AWWA C515. Valves shall be tested to 500 psi with a 250 psi working pressure. Gate valves shall have stainless steel bolts and nuts on bonnet and stuffing box. Gate valves shall be Mueller A-2361 resilient wedge gate valve, American Series 2500 resilient wedge valve, or approved equal.

42-3 END CONNECTIONS

Replace this section with the following:

All water main valves shall have mechanical joint ends unless otherwise specified. MEGALUG retainer glands, series 1100 by EBBA Iron, Inc. shall be used on all mechanical joint valve ends.

44-3.02 CAST IRON VALVE BOXES

Add the following to this section:

All proposed water main valves shall include cast iron valve boxes and valve box adaptors at locations as shown on the project drawings or as directed by the Engineer. Valve boxes shall be Tyler Union 664S screw type cast iron two-piece valve boxes or approved equal. Valve box extensions shall be Tyler Union #58, #60, or Tyler Union #69 riser or approved equal as needed. All valve boxes shall be set on the proposed water main valves using a Valve Box Adaptor II by Adaptor, Inc., or approved equal, per the details included in the project drawings. All valve box frames shall have "water" cast on the lid.

Method of Measurement and Basis of Payment. Gate valves, boxes, and valve box adaptors shall be measured and paid for at the contract unit price per each GATE VALVE AND BOX of the valve size specified.

CUT AND CAP EXISTING WATER MAIN

Description. This work shall consist of cutting and capping the existing water main to be abandoned.

The existing water main to be abandoned shall be cut and capped where indicated on the drawings. The excavated trench shall be backfilled with trench backfill according to Section 208. The water main being abandoned shall be capped with a mechanical joint cap. The live section of the water main shall have thrust blocking according to the SSWSC and the special provision

for WATER MAIN. Any existing water main removal needed to cut and cap existing water main and install proposed water main to the satisfaction of the Engineer shall not be measured for payment but shall be included in the cost of this pay item.

Method of Measurement and Basis of Payment. Cutting and capping existing water main shall be measured and paid for at the contract unit price per each cut location for CUT AND CAP EXISTING WATER MAIN of the specified water main diameter. The price shall include all labor, equipment, and materials necessary to complete the work including excavation, removals, disconnections, pipe sealing, capping the existing water main, thrust blocking, and trench backfill.

CONNECTION TO EXISTING WATER MAIN

Description. This work shall consist of connecting the new water main with the existing water main at locations shown on the plans. This work shall be in accordance with Sections 20, 40, 41, and the standard drawings of the SSWSC, the special provision for WATER MAIN and the following special provision.

41-2.11 CONNECTION TO EXISTING MAINS

Add the following to this section:

Where shown on the plans, CONTRACTOR shall make connections to existing mains. Connections shall be performed to minimize time that the distribution system is out of service, but in no case shall service be interrupted without prior 48 hours' notice to the Engineer and for more than four hours.

Method of Measurement and Basis of Payment. Connection to existing water main shall be measured and paid for at the contract unit price per each for CONNECTION TO EXISTING WATER MAIN of the existing water main diameter size specified. The unit price bid shall include all labor, equipment, excavation, bedding, haunching, initial backfill, removal of existing water main, fittings, reducers, couplings, thrust blocks, retainer glands, and tapping saddle necessary to perform the connection as specified.

VALVE VAULTS TO BE REMOVED

Description. This work shall consist of removing and backfilling existing valve vaults.

Existing valve vaults shall be removed at locations as noted on the project drawings or as directed by the Engineer. All existing valve vault sections and appurtenances shall be removed, including frames and lids, adjusting rings, flat slabs, cone and barrel sections, concrete base, and water main valve. The excavated hole shall be completely backfilled with class CA-7 aggregate up to the bottom of proposed subbase, base course, or topsoil above.

Method of Measurement and Basis of Payment. Removal and backfilling of existing valve vaults shall be measured and paid for at the contract unit price per each for VALVE VAULTS TO BE REMOVED. The price shall include all labor, equipment, and materials necessary to complete the work including excavation, removals, and backfill.

SEEDING (BDE)

Effective: November 1, 2022

Revise Article 250.07 of the Standard Specifications to read:

“250.07 Seeding Mixtures. The classes of seeding mixtures and combinations of mixtures will be designated in the plans.

When an area is to be seeded with two or more seeding classes, those mixtures shall be applied separately on the designated area within a seven day period. Seeding shall occur prior to placement of mulch cover. A Class 7 mixture can be applied at any time prior to applying any seeding class or added to them and applied at the same time.

TABLE 1 - SEEDING MIXTURES		
Class - Type	Seeds	lb/acre (kg/hectare)
1 Lawn Mixture 1/	Kentucky Bluegrass	100 (110)
	Perennial Ryegrass	60 (70)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	40 (50)
1A Salt Tolerant Lawn Mixture 1/	Kentucky Bluegrass	60 (70)
	Perennial Ryegrass	20 (20)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	20 (20)
	<i>Festuca brevipilla</i> (Hard Fescue)	20 (20)
	<i>Puccinellia distans</i> (Fults Saltgrass or Salty Alkaligrass)	60 (70)
1B Low Maintenance Lawn Mixture 1/	Turf-Type Fine Fescue 3/	150 (170)
	Perennial Ryegrass	20 (20)
	Red Top	10 (10)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	20 (20)
2 Roadside Mixture 1/	<i>Lolium arundinaceum</i> (Tall Fescue)	100 (110)
	Perennial Ryegrass	50 (55)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	40 (50)
	Red Top	10 (10)
2A Salt Tolerant Roadside Mixture 1/	<i>Lolium arundinaceum</i> (Tall Fescue)	60 (70)
	Perennial Ryegrass	20 (20)
	<i>Festuca rubra</i> ssp. <i>rubra</i> (Creeping Red Fescue)	30 (20)
	<i>Festuca brevipila</i> (Hard Fescue)	30 (20)
	<i>Puccinellia distans</i> (Fults Saltgrass or Salty Alkaligrass)	60 (70)
3 Northern Illinois Slope Mixture 1/	<i>Elymus canadensis</i> (Canada Wild Rye) 5/	5 (5)
	Perennial Ryegrass	20 (20)
	Alsike Clover 4/	5 (5)
	<i>Desmanthus illinoensis</i> (Illinois Bundleflower) 4/ 5/	2 (2)
	<i>Schizachyrium scoparium</i> (Little Bluestem) 5/	12 (12)
	<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/	10 (10)
	<i>Puccinellia distans</i> (Fults Saltgrass or Salty Alkaligrass)	30 (35)
	Oats, Spring	50 (55)
	Slender Wheat Grass 5/	15 (15)
	Buffalo Grass 5/ 7/	5 (5)
	3A Southern Illinois Slope Mixture 1/	Perennial Ryegrass
<i>Elymus canadensis</i> (Canada Wild Rye) 5/		20 (20)
<i>Panicum virgatum</i> (Switchgrass) 5/		10 (10)
<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/		12 (12)
<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/		10 (10)

TABLE 1 - SEEDING MIXTURES		
Class - Type	Seeds	lb/acre (kg/hectare)
	<i>Dalea candida</i> (White Prairie Clover) 4/ 5/	5 (5)
	<i>Rudbeckia hirta</i> (Black-Eyed Susan) 5/ Oats, Spring	5 (5) 50 (55)
4	Native Grass 2/ 6/	
	<i>Andropogon gerardi</i> (Big Blue Stem) 5/	4 (4)
	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/	5 (5)
	<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/	5 (5)
	<i>Elymus canadensis</i> (Canada Wild Rye) 5/	1 (1)
	<i>Panicum virgatum</i> (Switch Grass) 5/	1 (1)
	<i>Sorghastrum nutans</i> (Indian Grass) 5/	2 (2)
	Annual Ryegrass	25 (25)
	Oats, Spring	25 (25)
	Perennial Ryegrass	15 (15)
4A	Low Profile Native Grass 2/ 6/	
	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/	5 (5)
	<i>Bouteloua curtipendula</i> (Side-Oats Grama) 5/	5 (5)
	<i>Elymus canadensis</i> (Canada Wild Rye) 5/	1 (1)
	<i>Sporobolus heterolepis</i> (Prairie Dropseed) 5/	0.5 (0.5)
	Annual Ryegrass	25 (25)
	Oats, Spring	25 (25)
	Perennial Ryegrass	15 (15)
4B	Wetland Grass and Sedge Mixture 2/ 6/	
	Annual Ryegrass	25 (25)
	Oats, Spring	25 (25)
	Wetland Grasses (species below) 5/	6 (6)
	<u>Species:</u>	<u>% By Weight</u>
	<i>Calamagrostis canadensis</i> (Blue Joint Grass)	12
	<i>Carex lacustris</i> (Lake-Bank Sedge)	6
	<i>Carex slipata</i> (Awl-Fruited Sedge)	6
	<i>Carex stricta</i> (Tussock Sedge)	6
	<i>Carex vulpinoidea</i> (Fox Sedge)	6
	<i>Eleocharis acicularis</i> (Needle Spike Rush)	3
	<i>Eleocharis obtusa</i> (Blunt Spike Rush)	3
	<i>Glyceria striata</i> (Fowl Manna Grass)	14
	<i>Juncus effusus</i> (Common Rush)	6
	<i>Juncus tenuis</i> (Slender Rush)	6
	<i>Juncus torreyi</i> (Torrey's Rush)	6
	<i>Leersia oryzoides</i> (Rice Cut Grass)	10
	<i>Scirpus acutus</i> (Hard-Stemmed Bulrush)	3
	<i>Scirpus atrovirens</i> (Dark Green Rush)	3
	<i>Bolboschoenus fluviatilis</i> (River Bulrush)	3
	<i>Schoenoplectus tabernaemontani</i> (Softstem Bulrush)	3
	<i>Spartina pectinata</i> (Cord Grass)	4
5	Forb with Annuals Mixture 2/ 5/ 6/	
	Annuals Mixture (Below)	1 (1)
	Forb Mixture (Below)	10 (10)
	Annuals Mixture - Mixture not exceeding 25 % by weight of any one species, of the following:	
	<i>Coreopsis lanceolata</i> (Sand Coreopsis)	
	<i>Leucanthemum maximum</i> (Shasta Daisy)	
	<i>Gaillardia pulchella</i> (Blanket Flower)	

TABLE 1 - SEEDING MIXTURES		
Class - Type	Seeds	lb/acre (kg/hectare)
	<i>Ratibida columnifera</i> (Prairie Coneflower) <i>Rudbeckia hirta</i> (Black-Eyed Susan)	
	Forb Mixture - Mixture not exceeding 5 % by weight PLS of any one species, of the following:	
	<i>Amorpha canescens</i> (Lead Plant) 4/ <i>Anemone cylindrica</i> (Thimble Weed) <i>Asclepias tuberosa</i> (Butterfly Weed) <i>Aster azureus</i> (Sky Blue Aster) <i>Symphyotrichum leave</i> (Smooth Aster) <i>Aster novae-angliae</i> (New England Aster) <i>Baptisia leucantha</i> (White Wild Indigo) 4/ <i>Coreopsis palmata</i> (Prairie Coreopsis) <i>Echinacea pallida</i> (Pale Purple Coneflower) <i>Eryngium yuccifolium</i> (Rattlesnake Master) <i>Helianthus mollis</i> (Downy Sunflower) <i>Heliopsis helianthoides</i> (Ox-Eye) <i>Liatris aspera</i> (Rough Blazing Star) <i>Liatris pycnostachya</i> (Prairie Blazing Star) <i>Monarda fistulosa</i> (Prairie Bergamot) <i>Parthenium integrifolium</i> (Wild Quinine) <i>Dalea candida</i> (White Prairie Clover) 4/ <i>Dalea purpurea</i> (Purple Prairie Clover) 4/ <i>Physostegia virginiana</i> (False Dragonhead) <i>Potentilla arguta</i> (Prairie Cinquefoil) <i>Ratibida pinnata</i> (Yellow Coneflower) <i>Rudbeckia subtomentosa</i> (Fragrant Coneflower) <i>Silphium laciniatum</i> (Compass Plant) <i>Silphium terebinthinaceum</i> (Prairie Dock) <i>Oligoneuron rigidum</i> (Rigid Goldenrod) <i>Tradescantia ohiensis</i> (Spiderwort) <i>Veronicastrum virginicum</i> (Culver's Root)	
5A	Large Flower Native Forb Mixture (see below) Forb Mixture 2/ 5/ 6/	5 (5)
	<u>Species:</u> <i>Aster novae-angliae</i> (New England Aster) <i>Echinacea pallida</i> (Pale Purple Coneflower) <i>Helianthus mollis</i> (Downy Sunflower) <i>Heliopsis helianthoides</i> (Ox-Eye) <i>Liatris pycnostachya</i> (Prairie Blazing Star) <i>Ratibida pinnata</i> (Yellow Coneflower) <i>Rudbeckia hirta</i> (Black-Eyed Susan) <i>Silphium laciniatum</i> (Compass Plant) <i>Silphium terebinthinaceum</i> (Prairie Dock) <i>Oligoneuron rigidum</i> (Rigid Goldenrod)	<u>% By Weight</u> 5 10 10 10 10 5 10 10 20 10
5B	Wetland Forb 2/ 5/ 6/ Forb Mixture (see below)	2 (2)
	<u>Species:</u> <i>Acorus calamus</i> (Sweet Flag) <i>Angelica atropurpurea</i> (Angelica) <i>Asclepias incarnata</i> (Swamp Milkweed) <i>Aster puniceus</i> (Purple Stemmed Aster) <i>Bidens cernua</i> (Beggarticks) <i>Eutrochium maculatum</i> (Spotted Joe Pye Weed) <i>Eupatorium perfoliatum</i> (Boneset) <i>Helenium autumnale</i> (Autumn Sneezeweed) <i>Iris virginica shrevei</i> (Blue Flag Iris) <i>Lobelia cardinalis</i> (Cardinal Flower)	<u>% By Weight</u> 3 6 2 10 7 7 7 2 2 5

TABLE 1 - SEEDING MIXTURES			
Class - Type	Seeds	lb/acre (kg/hectare)	
	<i>Lobelia siphilitica</i> (Great Blue Lobelia)	5	
	<i>Lythrum alatum</i> (Winged Loosestrife)	2	
	<i>Physostegia virginiana</i> (False Dragonhead)	5	
	<i>Persicaria pensylvanica</i> (Pennsylvania Smartweed)	10	
	<i>Persicaria lapathifolia</i> (Curlytop Knotweed)	10	
	<i>Pychanthemum virginianum</i> (Mountain Mint)	5	
	<i>Rudbeckia laciniata</i> (Cut-leaf Coneflower)	5	
	<i>Oligoneuron riddellii</i> (Riddell Goldenrod)	2	
	<i>Sparganium eurycarpum</i> (Giant Burreed)	5	
6	Conservation Mixture 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/ <i>Elymus canadensis</i> (Canada Wild Rye) 5/ Buffalo Grass 5/ 7/ Vernal Alfalfa 4/ Oats, Spring	5 (5) 2 (2) 5 (5) 15 (15) 48 (55)
6A	Salt Tolerant Conservation Mixture 2/ 6/	<i>Schizachyrium scoparium</i> (Little Blue Stem) 5/ <i>Elymus canadensis</i> (Canada Wild Rye) 5/ Buffalo Grass 5/ 7/ Vernal Alfalfa 4/ Oats, Spring <i>Puccinellia distans</i> (Fults Saltgrass or Salty Alkaligrass)	5 (5) 2 (2) 5 (5) 15 (15) 48 (55) 20 (20)
7	Temporary Turf Cover Mixture	Perennial Ryegrass Oats, Spring	50 (55) 64 (70)

Notes:

- 1/ Seeding shall be performed when the ambient temperature has been between 45 °F (7 °C) and 80 °F (27 °C) for a minimum of seven (7) consecutive days and is forecasted to be the same for the next five (5) days according to the National Weather Service.
- 2/ Seeding shall be performed in late fall through spring beginning when the ambient temperature has been below 45 °F (7 °C) for a minimum of seven (7) consecutive days and ending when the ambient temperature exceeds 80 °F (27 °C) according to the National Weather Service.
- 3/ Specific variety as shown in the plans or approved by the Engineer.
- 4/ Inoculation required.
- 5/ Pure Live Seed (PLS) shall be used.
- 6/ Fertilizer shall not be used.
- 7/ Seed shall be primed with KNO₃ to break dormancy and dyed to indicate such.

Seeding will be inspected after a period of establishment. The period of establishment shall be six (6) months minimum, but not to exceed nine (9) months. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department.”

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Revised: November 1, 2022

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

“The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In

accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations.”

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

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

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

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

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

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

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

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

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

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

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 60 working days.

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).

File Name	#		Special Provision Title	Effective	Revised
	80099	1	<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	<input type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	<input type="checkbox"/> Automated Flagger Assistance Device	Jan. 1, 2008	
	80173	4	<input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80436	6	<input type="checkbox"/> Blended Finely Divided Minerals	April 1, 2021	
*	80241	7	<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
*	50531	8	<input type="checkbox"/> Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	9	<input type="checkbox"/> Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80384	10	<input type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11	<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
*	80199	12	<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80261	13	<input type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	14	<input type="checkbox"/> Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029	15	<input type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	16	<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80447	17	<input type="checkbox"/> Grading and Shaping Ditches	Jan. 1, 2023	
	80433	18	<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443	19	<input type="checkbox"/> High Tension Cable Median Barrier Removal	April 1, 2022	
	80446	20	<input type="checkbox"/> Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	
	80438	21	<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80045	22	<input type="checkbox"/> Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80441	23	<input type="checkbox"/> Performance Graded Asphalt Binder	Jan. 1, 2023	
*	34261	24	<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80445	25	<input checked="" type="checkbox"/> Seeding	Nov. 1, 2022	
	80340	26	<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	27	<input type="checkbox"/> Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	28	<input type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	29	<input type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	30	<input type="checkbox"/> Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
	80435	31	<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410	32	<input type="checkbox"/> Traffic Spotters	Jan. 1, 2019	
*	20338	33	<input type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	34	<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	35	<input checked="" type="checkbox"/> Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80440	36	<input type="checkbox"/> Waterproofing Membrane System	Nov. 1, 2021	
	80302	37	<input type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80427	38	<input checked="" type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	39	<input checked="" type="checkbox"/> Working Days	Jan. 1, 2002	

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

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

The following special provisions have been deleted from use.

<u>File Name</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
5048I	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5049I	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.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
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

PLEASE RETURN THE FOLLOWING FORMS WITH YOUR SUBMITTAL

- Original Bid Bond
- Certificate of Insurance (as proof of insurance)
- Certification Form
- Cost Proposal
- Listing of Subcontractors
- References
- W9 Form

RETURN WITH SUBMITTAL

**EXHIBIT D
CERTIFICATION FORM**

As a condition of entering a contract with the City of Wheaton, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned,

_____ being first duly sworn on oath, deposes and states that
(Officer or Owner of Company)

He/She is _____ (sole owner, partner, joint ventured, President, Secretary, etc.) of _____ and has the authority to make all certifications required by this affidavit.

This Business Firm is: (check one)

- Corporation Partnership Individual LLC

Firm Name:	_____
Address:	_____ _____
Signature:	_____
Print Name:	_____
Title:	_____
Phone #:	_____ Fax #: _____
Email:	_____ Date: _____

<u>Operational Contact for this work</u>	
Name:	_____ Phone #: _____
Email:	_____ _____

<u>Sales Contact</u>	
Name:	_____ Phone #: _____
Email:	_____ _____

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**EXHIBIT D
CERTIFICATION FORM**

Billing Contact

Name: _____ Phone #: _____
Email: _____

CONFLICT OF INTEREST

Check One:

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

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

CONFLICT OF INTEREST DISCLOSURE*

Name of each City of Wheaton affiliate with whom you, your firm, or your firm’s ownership, management, or staff, has an affiliation or a business relationship.

Name of City of Wheaton affiliate:

Relationship:

Other:

***Disclosing a potential conflict does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City; vendor will be exempt from doing business with the City.**

PAYMENT OF TAXES

Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or

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**EXHIBIT D
CERTIFICATION FORM**

- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

FEDERAL HIGHWAY ADMINISTRATION RULES ON CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING

Vendor is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that

_____ is/are currently participating.
(Name of employee/driver or “all employee drivers”) in a drug and alcohol testing program pursuant to the aforementioned rules.

SUBSTANCE ABUSE

(Check either 4A or 4B, depending upon which certification is correct.)

___ 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the City of Wheaton; or

___ 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

BID RIGGING AND BID ROTATING

Vendor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or of any similar offense of “bid-rigging” or “bid-rotating” of any state of the United States.

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

Vendor agrees that, to the extent required by the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et seq.), as now existing or hereafter amended, the undersigned shall comply with the Illinois labor employment requirements as set forth in the Act.

ILLINOIS PREVAILING WAGE ACT

Vendor is, to the extent required, in compliance with all requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

USA PATRIOT ACT

Vendor is not barred from bidding and/or contracting with a unit of state or local government as a result of a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001)(the “Patriot Act”) and the USA Freedom Act, H.R. 2048, Pub. L. 114-23 which restored and modified the Patriot Act, or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Contractor also certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism;

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**EXHIBIT D
CERTIFICATION FORM**

and Contractor further certifies that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

AMERICANS WITH DISABILITIES ACT

Vendor agrees, to the extent required by the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§12101 *et seq.*, the undersigned shall utilize standards and/or methods that do not discriminate against the disabled.

ILLINOIS STEEL PRODUCTS PROCUREMENT ACT

Vendor agrees, when applicable, that steel products used or supplied in the performance of the contract or any subcontract thereto shall be manufactured or produced in the United States, as required by the Illinois Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*

PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

Vendor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*

SAFETY

Vendor shall comply with all local, state, and federal safety standards.

DRUG FREE WORKPLACE

In compliance with State of Illinois Compiled Statutes, Chapter 30-580 (30 ILCS 580/30), the Contractor certifies and agrees that it will provide a drug free workplace by:

1. Publishing a Statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
- B. Specifying the actions that will be taken against employees for violations of such prohibition.
- C. Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a Drug Free Awareness Program to inform employees about:

- A. The dangers of drug abuse in the workplace;
- B. The Contractor’s policy for maintaining a drug free workplace;
- C. Available counseling, rehabilitation, or assistance programs; and
- D. Penalties imposed for drug violations.

3. Providing a copy of the Statement required by Section 1 to each employee engaged in the performance of the Agreement and to post the Statement in a prominent place in the workplace.

4. Notifying the contracting agency within ten (10) days after receiving notice under part (C), subsection (ii) of paragraph 1 above, from an employee or otherwise receiving actual notice of such conviction.

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**EXHIBIT D
CERTIFICATION FORM**

5. Imposing a sanction on or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

Failure to abide by this certification shall subject the Contractor to the penalties provided in the "Drug-Free Workplace Act."

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Section I: This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750 et seq; also known as Title 44: Government Contracts, Grantmaking, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to all Agencies.

Section II: In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service, work authorization status and further that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit, and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship

RETURN WITH SUBMITTAL

EXHIBIT D CERTIFICATION FORM

status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor or representative of the Contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.

That he or she will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III: For the purposes of subsection 7 of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

RETURN WITH SUBMITTAL

**EXHIBIT D
CERTIFICATION FORM**

ACKNOWLEDGED AND AGREED TO:

By _____
(Authorized Signature and Title)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____
(Date)

By _____
(Name/s of person/s making statement)

(Signature of Notary Public)

(Seal)

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**EXHIBIT D
LISTING OF SUBCONTRACTORS, CONSULTANTS, AND AGENTS
CREEKSIDE DRIVE BRIDGE REPAIRS**

- I will not be using any Subcontractors, Consultants, and Agents for this work.
- I will be using the following Subcontractors, Consultants, and Agents for the identified portions of this work:

Service: _____ Company Name _____

Contact Name _____

Dollar Value: _____ Contact Phone _____ Email _____

Service: _____ Company Name _____

Contact Name _____

Dollar Value: _____ Contact Phone _____ Email _____

Service: _____ Company Name _____

Contact Name _____

Dollar Value: _____ Contact Phone _____ Email _____

Service: _____ Company Name _____

Contact Name _____

Dollar Value: _____ Contact Phone _____ Email _____

Total Dollars Allocated for Services \$ _____

LISTING OF MATERIAL SUPPLIERS

- I will not be using any Material Suppliers for this work.
- I will be using the following Material Suppliers for the identified portions of this work:

Service: _____ Company Name _____

Contact Name _____

Dollar Value: _____ Contact Phone _____ Email _____

RETURN WITH SUBMITTAL

**EXHIBIT D
LISTING OF SUBCONTRACTORS, CONSULTANTS, AND AGENTS
CREEKSIDE DRIVE BRIDGE REPAIRS**

Service: _____ Company Name _____

Contact Name _____

Dollar Value: _____ Contact Phone _____ Email _____

Service: _____ Company Name _____

Contact Name _____

Dollar Value: _____ Contact Phone _____ Email _____

Total Dollars Allocated for Material Suppliers \$ _____

Company Name: _____

Date: _____

Failure to complete and return this form may be considered sufficient reason for rejection of the submittal.

RETURN WITH SUBMITTAL

**EXHIBIT D
REFERENCES
CREEKSIDE DRIVE BRIDGE REPAIRS**

Contractors shall provide a list of five (5) references of organizations of similar size and structure for which these or similar services have been provided over the past five (5) years.

Organization Name _____
Address _____
Contact Person _____ Telephone Number _____
Email Address _____ Dates of Service _____
Type of Work _____
Project Total _____

Organization Name _____
Address _____
Contact Person _____ Telephone Number _____
Email Address _____ Dates of Service _____
Type of Work _____
Project Total _____

Organization Name _____
Address _____
Contact Person _____ Telephone Number _____
Email Address _____ Dates of Service _____
Type of Work _____
Project Total _____

Organization Name _____
Address _____
Contact Person _____ Telephone Number _____
Email Address _____ Dates of Service _____
Type of Work _____
Project Total _____

Organization Name _____
Address _____
Contact Person _____ Telephone Number _____
Email Address _____ Dates of Service _____
Type of Work _____
Project Total _____

Company Name: _____

Failure to complete and return this form may be considered sufficient reason for rejection of the submittal.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="text-align: center; width: 10px;">-</td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="text-align: center; width: 10px;">-</td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>				-			-			
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or										
Employer identification number										
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			-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
------------------	---	---------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

Statement of Non-Participation

Project Name and No: _____

If you do not intend to submit a response for this project, please complete this form and return to:

Tina Walters at twalters@wheaton.il.us

We do not wish to participate in this bid/proposal for the following reason(s):

- Insufficient time to adequately prepare a response.
- We do not provide this product or service.
- Our schedule will not permit us to perform in a timely manner.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- Other (explain below):

Company Name: _____

Address: _____

Signature: _____

Name of person submitting form: _____

Phone: _____

Email: _____

Date: _____