AUTHORIZING THE WAIVER OF BIDS AND THE AWARD OF A CONTRACT TO CURRAN CONTRACTING COMPANY IN THE AMOUNT OF \$875,625 FOR STREET RESURFACING ON SEVENTH STREET, MACOM DRIVE, AND NORMAL ROAD, INCLUDING VARIOUS OTHER MINOR SEGMENTS, WITH STAFF AUTHORITY TO APPROVE CHANGE ORDERS UP TO A COMBINED PROJECT TOTAL OF \$875,625.

PASSED: MAY 26, 2020

WHEREAS, the City of DeKalb, DeKalb County, Illinois ("the City") is a home rule municipality with those powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq.; and

WHEREAS, the City maintains its public streets; and

WHEREAS, the City's corporate authorities have determined that it is advisable, necessary, and in the best interest of the public welfare to improve the streets, including the projects outlined in the 2020 Street Maintenance Program generally consisting of removing and resurfacing approximately 3.7 Iane miles of asphalt surface on Seventh Street, Macom Drive, Normal Road, and various other minor segments by Curran Contracting Company, all in accordance with the plans and specifications prepared by the consulting engineers of the City; and

WHEREAS, the City publicly opened bids on March 4, 2020 resulting in an overrun against recent economic and budget conditions, and the lowest responsive and responsible bidder, Curran Contracting Company, agreed to hold unit prices for a reduced program scope.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

**SECTION 1.** That the City's corporate authorities, by a majority vote, reject all competitive bids for the 2020 Street Maintenance Program and waive any bidding requirements for the 2020 Street Maintenance Program.

**SECTION 2.** That the City's corporate authorities, by a majority vote, approve, authorize and direct the Mayor or City Manager to enter into an agreement with Curran Contracting Company in a form acceptable to them for the DeKalb 2020 Streets Program project in an amount of \$833,925, with staff authority to approve change orders up to a combined project total of \$875,625.

**SECTION 3:** That the City Clerk or the Executive Assistant of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's signature and shall be effective thereupon.

Resolution 2020-046 Page 2 of 2

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 26<sup>th</sup> day of May 2020 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Mayor Smith. Nay: None. Absent: Faivre.

ATTEST:

**RUTH A. SCOTT, Executive Assistant** 

JERRY SMITH, Mayor





# Local Public Agency Formal Contract

PROPOSAL SUBMITTED BY

	Curran Contracting Copany
	Contractor's Name
	286 Memorial Court
	Street P.O. Box
	Crystal Lake IL 60014
	City State Zip Code
STATE OF	ILLINOIS
COUNTY DeKalb	
DeKalb	
(Name of City, Village, 7	Town or Road District)
FOR THE IMPRO	OVEMENT OF
	b Streets 2020 (Phase A)
SECTION NO. Not Ap	
TYPES OF FUNDS Local I	Funds
SPECIFICATIONS (required)	CONTRACT BOND (when required)
☑ SPECIFICATIONS (required)	△ CONTRACT BOND (when required)
For Municipal Projects	Department of Transportation
Submitted/Approyed/Passed	☐ Concurrence in approval of award
- Ove Moller	
☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official	Regional Engineer
Date 5-27-3080	Date
	Date
For County and Road District Projects	Date
	Date
For County and Road District Projects Submitted/Approved	Date
For County and Road District Projects	Date
For County and Road District Projects Submitted/Approved Highway Commissioner	Date
For County and Road District Projects Submitted/Approved	Date
For County and Road District Projects Submitted/Approved Highway Commissioner	Date
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For County and Road District Projects Submitted/Approved Highway Commissioner Date	Date
For County and Road District Projects Submitted/Approved  Highway Commissioner  Date  Submitted/Approved	Date

					County	Dekaib
			L	ocal Public	Agency	DeKalb
				Section N	lumber	Not Applicable
					Route	DeKalb Streets 2020
1.	THIS AGREEMENT, made and concluded the 26th	d	ay of	may	20	20
				t,	Me	onth and Year
	between the City	_ of	DeK	alb		
	acting by and through its Council				known a	as the party of the first part, and
	Curran Contracting Company	,h	is/thei	r executors, a	administr	ators, successors or assigns,
	known as the party of the second part.					•
2.	Witnesseth: That for and in consideration of the paymer be made and performed by the party of the first part, and presents, the party of the second part agrees with said part all the work, furnish all materials and all labor necessing specifications hereinafter described, and in full complian- the Engineer under it.	d acc arty o ssary	ording of the fi to co	to the terms irst part at his implete the v	express of their ow work in	ed in the Bond referring to these in proper cost and expense to do accordance with the plans and
3.	And it is also understood and agreed that the LPA For Business Office, Apprenticeship or Training Program Cer	tificat	ion, ar			
	Section DeKalb Streets 2020 , in the City of					1
	approved by the Illinois Department of Transportation on	No	t Appl	icable Date	, are e	ssential documents of this
	contract and are a part hereof.					
4.	IN WITNESS WHEREOF, The said parties have executed	l thes	e pres	ents on the d	ate abov	e mentioned.
Atte	est? The	Cit	y	of De	Kalb 2	
L.	/ Executive Assistant By			MI	alles	<i>y</i>
+	***************************************			Par	ty of the Fir	rst Part
(Se	eal) OF DEA					·
	O' The last	/		1 1	(If a Corp	poration) .
	Corpo	rate	Name	Curran	Contrac	eting Company
	By	100	den	Allen Allen	06	
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0				(11	a CO-Pa	artnership) .
Ph.	get: UBOVALLE Secretary					
v	RACTIVO					
	SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL		Pa	rtners doing	Business	under the firm name of
	EB/2, 1807 /AE			ь	arty of the S	Second Part
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	With Agoline			: "	(If an ind	dividual)
			·	P	arty of the S	Second Part

# Priosed Scope and Pricing City of Dekalb - 2020 Street Maintenance (Phase A) 5/15/2020

Pr.	No.	2020 Various Streets - Base	Quantity	Unit	Unit Price		Total Price
	20200100	Earth Excavation	0	CY	\$32.00		-
-	28000500	falet and Pipe Protection	48	EA	\$110.00	\$	5,280.00
-	35101400	Aggregate Base Course, Type B	52	TN	\$26.00	\$	1,352.00
		Aggregate Base Repair	498	SY	\$20.00	\$	9,957.00.
-	35800200	Bituminous Maleriais (Prime Coat)	2115	L8	\$0.01	\$	21.16
-	40800275	Bituminous Materials (Tack Cost)	25881	LB	\$0.01	\$	258,81
_	40600290	Leveling Binder (Machine Method), IL-9.5FG, N50	400	. TN .	\$62.00	\$	24,800.00
	40600627 40602965	Hot-Mix Asphalt Binder Course, IL-19.0, N50	61	TN	\$62.00	\$	3,769.99
-	40803085	Hot-Mix Asphalt Binder Course, IL-19.0, N70	1530	TN	\$62.00	\$	94,860,00
-	40804050	Hot-Mix Aspiratt Surface Course, IL-9.5, Mix °C", N50	965	TN	\$62.00	\$	59,801.84
-		Hot-Mix Asphalt Surface Course, IL-9.5, Mix "C", N70	2738	TN	\$82.00	\$	169,781.17
	40604052	Portland Cement Concrete Driveway, 7"	- 0	8Y	\$90.00	\$	
	42400200	Portland Cement Concrete Sidewalk, 5°	0	SF_	\$14,25	\$	
-	42400200	Detectable Warnings	0	SF-	\$24.00	\$	
-	44000100	Pavement Removal		SY	\$12:00	\$	and a process the second
	44000200	Driveway Pavement Removal	0	SY	\$40.00	\$	
-	44000500	Combination Curb & Gutter Removal	0	LF	\$15.00	\$	
_	A STATE OF THE PARTY OF THE PAR	Sidewalk Removal	0	SF	\$5.00	\$	
-	44000600 44201329	Class C Patches, Type II, 8"	0	SY	\$105.00	\$	
	44201696	Class D Patches, Type IV, 4"	230	SY	\$40.00	\$	9,208.89
_	60256500	Menholes to be Adjusted	45	EA	\$975.00	\$	43,875.00
	80280100	Inlets to be Adjusted	- 0	EA -	\$450,00	\$	
	60266600	Valve Boxes to be Adjusted		EA-	\$750,00	\$	
	69693800	Combination Concrete Curb & Gutter TB-6.12	0	LF_	\$57.26	-5	
	67100100	Mobilization	1	LS	\$80,000.00	\$	80,000.00
	78000100	Thermoplastic Pavement Markings - Letters and Symbols	831	SF	\$4.6	5 \$	3,884,15
_	78000200	Thermoplastic Pavement Marking - Line 4"	15795	LF	\$0.5		8,529.30
_	78000400	Thermoplastic Pevernent Marking - Line 6"	4202	LF	\$0.9		3,991.90
_	78000500	Thermoplastic Pavement Marking - Line 6"	965	LF	\$1.2		1,208.25
	78000600	Thermoplastic Pavement Marking - Line 12"	1014	LF	\$2.2	_	
	78000650	Thermoplastic Pavement Marking - Line 24*	1024	LF	\$4.5		
*	88600100	Detector Loop, Type I	468	LF	\$19.5		
	X0000001	Grind Shape and Compact	951	SY	\$9.0	_	
*	X4401198	Hot-Mix Asphalt Surface Removal, Variable Dapth	35307	SY	\$2.8	_	
*	X6025600	Manholes to be Adjusted, (Special)	50	EA	\$1,700.0	_	
4	X6028051	Sanitary Manholes to be Reconstructed	10	EA	\$5,750.0		
*	X7010216	Traffic Control & Protection, (Special)	1	LS	\$10,000.0		
	Z0048865	Railroad Protective Liability Insurance	1	LS	\$10,000.0		
•	Z0004005	Fiber Asphalt	3228	LB		5 \$	
•	Z0004510	Hot-Mix Asphalt Driveway Pavement, 3"	100	SY	\$63.0	ן טו	0,000.00

ESTIMATED CONTRACT AMOUNT \$ 83

833,924.86

Construction Contingency (5%) \$

41,696.24

ESTIMATED PROJECT TOTAL \$

875,621.11



# **Check Sheet for Recurring Special Provisions**



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

# Recurring Special Provisions

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34		Portland Cement Concrete Inlay or Overlay	179
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36		Longitudinal Joint and Crack Patching	186

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

# Local Roads And Streets Recurring Special Provisions

Check S	heet#		Page No.
LRS 1		Reserved	189
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# BDE SPECIAL PROVISIONS For the April 24, 2020 and June 12, 2020 Lettings

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

File Nam	e #		Special Provision Title	Effective	Revised
* 8009	9 1		Accessible Pedestrian Signals (APS)	April 1, 2003	April 1, 2020
8027	4 2		Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192	2 3		Automated Flagger Assistance Device	Jan. 1, 2008	• /
8017	3 4	<b>7</b>	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
8042	5 5	П	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	
8024		П	Bridge Demolition Debris	July 1, 2009	
5026		$\Box$	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5048			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491		Ħ	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531		Ħ	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
8042		▤	Cape Seal	Jan. 1, 2020	, ip. 11 1, 2010
80384		$\overline{\checkmark}$	Compensable Delay Costs	June 2, 2017	April 1, 2019
8019			Completion Date (via calendar days)	April 1, 2008	7 pm 1, 2010
80199		П	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
8029		Ħ	Concrete Box Culverts with Skews > 30 Degrees and	April 1, 2012	July 1, 2016
0020	, , ,		Design Fills ≤ 5 Feet	7 pm 1, 2012	ouly 1, 2010
8031	1 16		Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
8027		Ħ	Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
8026		Ħ	Construction Air Quality – Diesel Retrofit	June 1, 2012	Nov. 1, 2014
80387		H	Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	1407. 1, 2014
80029		Ħ	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
80402		Ħ	Disposal Fees	Nov. 1, 2018	Watch 2, 2019
80378		Ħ	Dowel Bar Inserter	Jan. 1, 2017	Jan. 1, 2018
8040		Ħ	Elastomeric Bearings	Jan. 1, 2017	Jan. 1, 2010
8042		Ħ	Electric Service Installation	Jan. 1, 2019	
8041		H	Emulsified Asphalts	Aug. 1, 2019	
8042		H	Engineer's Field Office and Laboratory	Jan. 1, 2019	
80388		H	Equipment Parking and Storage		
80229		H	Fuel Cost Adjustment	Nov. 1, 2017	Aug 4 2047
80417		H		April 1, 2009	Aug. 1, 2017
80420		H	Geotechnical Fabric for Pipe Underdrains and French Drains	Nov. 1, 2019	
80304		H	Geotextile Retaining Walls	Nov. 1, 2019	Nov. 4, 2047
80422		H	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2017
			High Tension Cable Median Barrier Reflectors	Jan. 1, 2020	No. 4 0040
80416			Hot-Mix Asphalt – Binder and Surface Course	July 2, 2019	Nov. 1, 2019
* 80406			Hot-Mix Asphalt - Longitudinal Joint Sealant	Aug. 1, 2018	Nov. 1, 2019
00400	) JO		Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT Data Collection)	Jan. 1, 2019	Jan. 2, 2020
80347	7 36		Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	July 2, 2019
80383	3 37		Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	July 2, 2019
80411			Luminaires, LED	April 1, 2019	, , _ , _ ,
80393	3 39		Manholes, Valve Vaults, and Flat Slab Tops	Jan. 1, 2018	March 1, 2019
80045			Material Transfer Device	June 15, 1999	Aug. 1, 2014
80418		Π	Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	·g,
80424			Micro-Surfacing and Slurry Sealing	Jan. 1, 2020	
* 80428			Mobilization	April 1, 2020	
8016		П	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80412		П	Obstruction Warning Luminaires, LED	Aug. 1, 2019	, <b></b>
80349		П	Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
			- · · · · · · · · · · · · · · · · · · ·		

	80371	47		Pavement Marking Removal	July 1, 2016	
	80389	48	$\checkmark$	Portland Cement Concrete	Nov. 1, 2017	
	80359	49		Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Nov. 1, 2019
	80300	50		Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
	34261	51	$\checkmark$	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
	80157	52		Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
*	80306	53		Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 2, 2020
	80407	54		Removal and Disposal of Regulated Substances	Jan. 1, 2019	Jan. 1, 2020
*	80419	55		Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Nov. 1, 2019	April 1, 2020
	80395	56		Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
	80340	57		Speed Display Trailer	April 2, 2014	Jan. 1, 2017
	80127	58		Steel Cost Adjustment	April 2, 2004	Aug. 1, 2017
	80408	59		Steel Plate Beam Guardrail Manufacturing	Jan. 1, 2019	
	80413	60		Structural Timber	Aug. 1, 2019	
	80397	61		Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	62		Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80317	63	$\checkmark$	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	Aug. 1, 2019
	80298	64		Temporary Pavement Marking	April 1, 2012	April 1, 2017
	80403	65		Traffic Barrier Terminal, Type 1 Special	Nov. 1, 2018	
	80409	66		Traffic Control Devices - Cones	Jan. 1, 2019	
	80410	67		Traffic Spotters	Jan. 1, 2019	
	20338	68		Training Special Provisions	Oct. 15, 1975	
	80318	69		Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
*	80429	70		Ultra-Thin Bonded Wearing Course	April 1, 2020	
	80288	71		Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
	80302	72		Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
*	80414	73		Wood Fence Sight Screen	Aug. 1, 2019	April 1, 2020
*	80427	74		Work Zone Traffic Control Devices	Mar. 2, 2020	
	80071	75		Working Days	Jan. 1, 2002	

The following special provisions are in the 2020 Supplemental Specifications and Recurring Special Provisions.

File Name	Special Provision Title	New Location(s)	<b>Effective</b>	Revised
80404	Coarse Aggregate Quality for	Article 1004.01(b)	Jan. 1, 2019	
	Micro-Surfacing and Cape Seals			
80392	Lights on Barricades	Articles 701.16, 701.17(c)(2) & 603.07	Jan. 1, 2018	
80336	Longitudinal Joint and Crack Patching	Check Sheet #36	April 1, 2014	April 1, 2016
80400	Mast Arm Assembly and Pole	Article 1077.03(b)	Aug. 1, 2018	
80394	Metal Flared End Section for Pipe Culverts	Articles 542.07(c) and 542.11	Jan. 1, 2018	April 1, 2018
80390	Payments to Subcontractors	Article 109.11	Nov. 2, 2017	

The following special provisions have been deleted from use.

File Name	Special Provision Title	<u>Effective</u>	Revised
80328	Progress Payments	Nov. 2, 2013	

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

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



# **Special Provisions**



Local Public Agency	County	Section Number				
City of DeKalb	DeKalb	Not Applicable				
The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted						
April 1, 2016	, the latest edition of the "Manual o	on Uniform Traffic Control Devices for				
Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.						
		( D ) ( ))				

Herein after the terms "Owner", "City" or "Engineer" shall mean the City of DeKalb or its designated representative and the term "Contractor" shall mean the entity who proposes to perform the work herein described or its designated subcontractors.

#### SCOPE OF WORK

#### BASE BID

This project includes various streets throughout the City of DeKalb. The main routes of this project are 7th Street from Prospect Street to Sycamore Road (IL 23),13th Street and 14th Streets from Clark Street to Sycamore Road, and Normal Road from Hillcrest Drive to Dresser Road. Improvements include HMA pavement removal / replacement, concrete sidewalk and curb removal / replacement, and ADA ramp installations.

#### ALTERNATE BID #1

The mandatory alternate bid includes South 6th Street from Roosevelt Street to Franklin Street in DeKalb, IL. Improvements include HMA pavement removal / replacement and thermoplastic striping.

#### ALTERNATE BID #2

The mandatory alternate bid includes Taylor Street from 1st Street to just West of Kensington Blvd. in DeKalb IL. Improvements include HMA pavement removal / replacement, concrete sidewalk and curb removal / replacement, and ADA ramp installations.

#### CONSTRUCTION INSPECTION

Any work performed without the presence of a City designated representative to inspect said construction will not be accepted for payment as directed by the Engineer. The Contractor shall notify the Engineer a minimum of 24 hours in advance of the start of construction or the continuation of construction following a pause in work.

#### START / COMPLETION DATE

Work may begin on all streets besides 13th Street, 14th Street, and Normal Road on April 1, 2020. Work for 13th Street, 14th Street, and Normal Road shall begin no earlier than June 1, 2020 unless written approval is received from the City of DeKalb. All work shall be completed no later than August 15th, 2020.

#### CONSTRUCTION STAKING/LAYOUT

The Engineer will provide locations of project limits on each street prior to the start of construction. Limits will be painted "white".

Some construction layout will be provided for the contractor's reference, a benchmark will be provided at each ADA corner and limits marked out for removal. However, the contractor is responsible to complete the work as per the provided plans, details, and specifications. All work, especially ADA ramp construction, is to be completed to meet all local, state, and federal requirements related to the American's with Disabilities Act.

Local Public Agency	County	Section Number
City of DeKalb	DeKalb	Not Applicable

# EXISTING UTILITIES AND DRAINAGE STRUCTURES LOCATIONS

The City of DeKalb does not guarantee the completeness or accuracy of the information shown on the plans (if applicable) and or specifications (where applicable) regarding location of existing utilities. The contractor shall make his own investigation to verify or determine the existence, nature and location of all utilities on the site that may interfere with construction before starting his operations. The Contractor shall report to the Engineer any omissions or differences in location from that shown on the plans. Care should be taken while working near these utilities to prevent their damage.

#### J.U.L.I.E.

The Contractor shall notify J.U.L.I.E. (1-800-892-0123) prior to construction so that each utility company can stake out any underground improvements that they have which may interfere with the proposed construction.

#### PREVAILING WAGE REQUIREMENTS

In accordance with the Public Act 94-0515, the Contractor shall be responsible for the following requirements:

Maintain records for three (3) years of all laborers or workers employed on this project including their name, address, phone number, social security number, classification, hourly wages paid in each pay period, and the number of hours worked each day.

Submit these records to the city clerk in either hard copy or electronically.

Certify in writing these records are true and accurate; that the rate paid is not less than the Applicable Prevailing Wage.

These records shall be made available for inspection by the Illinois Department of Labor on two (2) business days' notice.

The Contractor shall note that filing a false Certified Payroll is a class B misdemeanor.

## MAINTENANCE OF TRAFFIC

The maintenance of traffic on the project shall be as follows:

Lane and road closures, the conveyance of thru and local traffic within, and around the construction zones shall be provided in accordance with the use of the above-referenced Highway Standards as directed by the Engineer. Except as otherwise provided herein, the Contractor shall provide at least one entrance/exit point to the commercial and residential properties at all times. The Contractor shall submit his/her proposed sequence of operations and any necessary revisions to attendant traffic control to the Engineer for approval before actual construction operations begin.

All traffic control devices and barricades throughout the project shall remain in place until the entire project location is substantially complete, or as otherwise directed by the Engineer. Any traffic control signage to remain in place longer than seven (7) days shall be post mounted.

#### Driveways:

Except where the plans expressly authorize temporary complete closures, the Contractor shall keep driveways open to local traffic by keeping at least half of the width of said driveway open or by providing access at a temporary location, as approved by the Engineer. The Contractor shall provide and maintain

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access to commercial and private properties abutting the roadway being improved in accordance with Article 107.09 of the Standard Specifications. Access to commercial property shall at no time be shut off completely except as expressly authorized in the plans or as directed by the Engineer.

Removing and Resetting Traffic Signs:

This work shall consist of the removal, relocation, and resetting of traffic signs which interfere with construction operations. This work shall also include the removal, relocation, and resetting of existing wood signs, delineators and other miscellaneous signs which interfere with construction operations. This work shall be performed in accordance with the applicable portions of Article 107.25 of the Standard Specifications and as directed by the Engineer. The Contractor shall remove, temporarily relocate and/or permanently reset existing signs which interfere with the construction operations. This work will not be paid for separately but shall be included in the contract lump sum price of TRAF CONT & PROT SPL. The Engineer will determine which signs will be removed, temporarily relocated and permanently reset.

### **Brooming Roadway:**

All traffic lanes which are closed to through traffic during construction shall be broomed or swept free of all loose gravel or construction debris before the traffic lane is reopened to traffic. All roadway surface conditions shall be approved by the Engineer before they are opened to traffic. This work will not be paid for separately but shall be considered included in the Contractor's scope of work.

#### GENERAL NOTES

This project shall be constructed in accordance with the plans, specifications, and as detailed below:

Unless otherwise directed in the plans and specifications, at no time shall more than half of the street be under construction. This construction includes structure adjustments, reconstruction, any concrete work in or adjacent to the street, milling, paving, and operations.

The City of DeKalb requires all vendors to maintain a professional working environment at all times. Representatives of the general contractor (including all sub-contractors) are required to treat members of the general public, City of DeKalb employees/elected officials, and other agents of the City with the utmost respect and courtesy at all times. Profanity, intimidation, the use of racial or ethnic slurs, or any other harassment of the general public and representatives of DeKalb is strictly prohibited.

For each documented incident involving the behavior described above, a fine of \$1,500 will be assessed to the general contractor. Further, the employee or employees identified and involved in the incident shall be promptly removed and not allowed to return to work on the project

#### PALMER COURT

For the area designated to be paved on Palmer Court, the pavement has already been removed. Contractor will be responsible for bringing the base course to the correct grade for paving operations to begin. Contractor will be paid at the contract unit price for AGGREGATE BASE COURSE, TYPE B. Any blading or compaction of existing base course is to be considered incidental to paving operations on Palmer Court (Not applicable to other areas). If more work is needed to be completed in this area, it will be paid for at the contract unit price for AGGREGATE BASE REPAIR.

#### SAW CUTS

All saw cuts required by the project shall be considered incidental to the contract.

#### ITEM #35800200 AGGREGATE BASE REPAIR

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This work shall consist of the removal and replacement of any areas of insufficient base course found after milling operations. Included in the quantity for this bid is five percent of the roadway. Areas will be designated by the Engineer. Insufficient base course shall be identified by base thickness checks and proof rolling, as directed by the Engineer. The contractor shall notify the engineer 48 hours prior to any tests. Proof rolling shall be performed with a fully loaded six-wheeler. If the proof rolled material is deemed unsuitable, the unsuitable material shall be removed to the depth required for new aggregate base. The work shall include excavating and disposing of any surface mixes and base course, furnishing, placing, rolling, and blading 12" of Aggregate Base Course, Type B. The Aggregate Base Course shall include of 8" of CA-2 and 4" of CA-6 crushed limestone as well as the final base preparation for the HMA mixes. This work shall conform to sections 202, 351, 358, and 440 of the "Standard Specifications for Road and Bridge Construction" in Illinois, latest edition.

This work shall be paid for at the contract unit price per square yard for AGGREGATE BASE REPAIR.

#### ITEM #42300300 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT 7"

This work consists of replacing small segments of offset, broken or deteriorated driveway pavement in accordance with Section 423 of the Standard Specification and in accordance with the Illinois Accessibility Code Standards.

No Cure and Seal compound shall be applied when the air temperature is below 40 degrees or is between 40 and 45 degrees and falling. All concrete poured after November 1st shall meet the requirements of Article 420.18 and the Protective Coating shall meet the requirements of Section 1023.

Restoration of disturbed lawn areas on all sides of the driveway pavement shall be with compacted topsoil to final grade and seeded. All traffic control and barricades protecting unsafe areas shall stay in place until this process is completed. This work shall be done in accordance with Section 250 of the Standard Specifications for Road and Bridge Construction.

Revise Article 423.11, Basis of Payment, to read as follows:

"This work will be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT 7", which price shall include all methods of curing and protective coating, all required expansion joints, rebar, special texturing, base course material, compacted topsoil, removal and disposal of any material not covered under Article 440.01 and any subgrade to achieve the proper grade requirements."

#### ITEM #42400100: PORTLAND CEMENT CONCRETE SIDEWALK 5"

This work consists of replacing segments of offset, broken or hazardous sidewalk at locations throughout the city in accordance with Section 424 of the Standard Specification and in accordance with the Illinois Accessibility Code Standards.

Sidewalk forms shall be constructed of full depth material and struck off along the top edge of the forms.

Removal of tree roots that are causing the sidewalk to heave, shall be considered incidental to this pay item.

No cure and seal compound shall be applied when the air temperature is below 40 degrees or is between 40 and 45 degrees and falling. All concrete poured after November 1 shall meet the requirements of Article 420.18 and Protective Coating shall meet the requirements of Section 1023.

Revise Article 424.08, Curb Ramps to include the following paragraph:

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"Where the sidewalk abuts curb and gutter, the sidewalk shall be poured to full depth of the curb and gutter for minimum width of 12 inches. No. 4 rebar shall be drilled and epoxied into the curb to restrict the new sidewalk from settling. No expansion joint will be placed at the curb and gutter but shall be placed at the top of the ramp where it meets the main walk. All new concrete walk shall be pinned to existing walk."

Revise Article 424.10, Backfill to include the following paragraph:

"Restoration of disturbed lawn areas on all sides of the sidewalk shall be with a minimum 4" of and Class 1A seed mixture. All traffic control and barricades protecting unsafe areas shall stay in place until this process is completed. This work shall be done in accordance with Section 250 of the Standard Specifications for Road and Bridge Construction."

Revise Article 424.12, Basis of Payment, to read as follows:

"This work will be paid for at the contract until price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK, 5", which price shall include all methods of curing and protective coating, required base course materials, expansion joints, rebar, variable height edge treatment at sidewalk ramps, backfilling sidewalk with compacted topsoil and any removal and disposal of subgrade and/or earth excavation to achieve the proper ADA requirements."

#### ITEM #42400800 DETECTABLE WARNINGS

This work shall be done in accordance with Section 424 of the Standard Specifications. See the attached technical specifications for DETECTABLE WARNINGS.

This work shall be paid for at the contract unit price per square foot for DETECTABLE WARNINGS.

#### ITEM #44000100 PAVEMENT REMOVAL

This work consists of full-depth concrete pavement removal on North 6th Street in DeKalb, IL. This work includes monolithically poured curb that is part of the roadway. This work shall be in accordance with Section 440 of the Standard Specifications.

This work shall be paid for at the contract unit price per square yard for PAVEMENT REMOVAL.

## ITEM #60603800: COMBINATION CONCRETE CURB AND GUTTER TB6.12

This work consists replacement of deteriorated curb and gutter segments throughout the city in accordance with Section 606 of the Standard Specifications. For most part, the type of curb is B-6.12 (See City of DeKalb Street Standard ST-100).

Revise Article 606.04 Excavation, to include the following paragraph:

"No additional compensation will be made for over excavation in depth due to operator error, or unsuitable subgrade material. Contractor can pour extra concrete or place compacted aggregate back for the over excavation at their cost."

Revise Article 606.06 Placing Concrete to include the following paragraph:

"Whenever the curb construction is to be across a previously backfilled trench or excavation or across subgrade of questionable stability, #4, (1/2") reinforcing bars shall be installed to adequately span the area of concern. All bars shall be long enough to extend over the areas of settled sub-grade, flanking the area of concern."

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No Cure and Seal compound shall be applied when the air temperature is below 40 degrees or is between 40 and 45 degrees and falling. All concrete poured after November 1st shall meet the requirement of Article 420.18.

All Combination Curb and Gutter Sections shall be tied to existing curb with two #4 epoxy coated reinforcing tie bars.

Revise Article 606.13. Backfill, to include the following paragraphs:

"Restoration of disturbed HMA street areas in front of the curb line shall be prepared by squaring all edges to a uniform shape while maintaining a substantial base and filled with a HMA binder course to a level depending on thickness of overlay determined by the Engineer. The area shall then be cleaned, primed and a HMA surface course shall be placed. When the existing HMA surface is to be milled, the HMA surface course shall be omitted. The HMA binder and surface course patching shall be considered incidental to this pay item."

"At locations of replaced curb at sidewalk ramps and in high volume pedestrian traffic, temporary HMA patching shall be placed and compacted in front of the curb to the proper grade directed by the Engineer."

"Restoration of disturbed lawn areas behind the curb shall be with a minimum 4" and Class 1A seed mixture. All traffic control and barricades protecting unsafe areas shall stay in place until this process is completed." This work shall be done in accordance with Section 250 of the Standard Specifications for Road and Bridge Construction.

Curing and protection, aggregate base, permanent and temporary pavement restoration, and backfilling of curb with topsoil will not be paid for separately. The cost of this work shall be included in the unit cost per foot for COMBINATION CONCRETE CURB AND GUTTER TB6.12.

#### ITEM #60266600: VALVE BOXES TO BE ADJUSTED

This work shall be done in accordance with Section 602 of the Standard Specifications for Road and Bridge Construction (latest edition) and the attached detail. A full depth saw-cut consisting of a 1'x1' diamond configuration around the center of the valve box shall be completed by the Contractor. The Contractor shall remove the existing pavement/aggregate material to a depth of 10" below the finished grade elevation. The valve shall be adjusted to the finished grade elevation. The Contractor shall fill the 1' by 1' surrounding space with IDOT Approved SI Concrete to a max of 10" deep to the top of the valve box (set at finished grade elevation).

This work shall be paid for at the contract unit price per each for VALVE BOXES TO BE ADJUSTED.

## ITEM 88600100 DETECTOR LOOP, TYPE I

This work shall be done in accordance with Section 886 of the Standard Specifications. The Contractor shall make connection to the existing power source as part of this work. Connections shall be completed by soldering or other techniques as required. Upon completion of work, testing of all loops shall be the Owner.

This work shall be paid for at the contract unit price per foot for DETECTOR LOOP, TYPE I.

#### IITEM #X0000001: GRIND SHAPE AND COMPACT

Work shall be completed in accordance with Section 440 of the Standard Specifications for Road and Bridge Construction (latest edition). By way of milling operations, the contractor shall utilize the existing pavement to supplement the existing aggregate base course to a minimum 8" of total depth. The existing

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pavement shall be milled, pulverized, and compacted in place. Large chunks of the surface course shall be removed prior to compaction efforts. Pulverized material should resemble a CA-6 mixture, with average particle sizes approximately 3/8" diameter. If additional material is needed to achieve finished grade elevations (prior to HMA paving), Contractor shall furnish aggregate base course CA-6 as needed. CA-6 materials needed for this option or to supplement pulverizing efforts shall be considered incidental to this pay item.

This work shall be paid for at the contract unit price per square yard for GRIND SHAPE AND COMPACT.

ITEM #X4401198: HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

This work shall be done in accordance with Section 440 of the Standard Specifications for Road and Bridge Construction.

In those areas where removal is required to construct a butt joint with existing streets, the existing surface shall be removed to a depth of 2 inches below the existing surface for the total area scheduled. A milling machine shall be used for the surface removal. The milling machine shall be a self- propelled planing machine capable of planing and cutting the old surface to the desired cross section in one or more passes.

The temperature at which the work is performed, the nature and condition of the equipment and the manner of performing the work shall be such that the planed surface is not torn, gouged, shoved or otherwise injured by the planing operation. Sufficient cutting passes shall be made so that all irregularities or high spots are eliminated to the satisfaction of the Engineer. All excess material resulting from this operation shall be removed and disposed of by the Contractor as part of this item.

Hot mix asphalt removed will be measured in place without regard for the number of passes required to remove the surface material. Depths of milling are specified on the Typical Sections but are subject to be changed by the field engineer.

This pay item consists of any of the following: profiling, edge milling, and full width milling of existing surface.

All butt joint interfaces, at existing pavement shall be ramped for all traffic as directed by the Engineers.

Also, any exposed, elevated manhole frames shall be protected by HMA ramps or barricades as directed by the Engineer. These butt joints and ramps shall be considered incidental to HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH.

This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH.

ITEM # X6025600: MANHOLES TO BE ADJUSTED, (SPECIAL)

This work shall consist of adjusting frames and lids. This work shall be done according to the applicable portions of Section 603 of the Standard Specifications and the following:

Construction Requirements. Prior to the milling operation, the Contractor shall remove all frames and lids of manholes and clean all asphalt away from the manhole castings. After removal, the Contractor shall place a suitable metal plate over the manhole locations and backfill the area with a temporary hot-mix or cold-mix asphalt mixture. The Contractor shall then complete the milling and placement of all HMA lifts.

After placing the surface course, the Contractor will reinstall the frames and lids and adjust them to the finished pavement elevation. The pavement must be saw cut full depth in a 5'  $\times$  5' diamond shape to create a clean pavement edge to pour concrete against.

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The excavated area around the manholes and shall be filled with Class PP-1 or PP-2 concrete at a maximum depth of 10".

All frame adjustments shall be accomplished using the procedures outlined in the Standard Specifications and as directed in the Specials Provisions herein. Any shims needed to adjust any frame shall be of solid flat steel with dimensions of 2" in width and 2" in length with uniform thickness. The frame will be set to grade using steel shims and without disturbing the adjustment; the frame will then be lifted off and set aside. A full bed of mortar will be placed on the structure between the adjusting shims, which shall form a solid masonry bond between the adjusting ring or structure. The frame shall be set back into place in a method not to damage the bed of mortar.

All manholes called out for adjustment or will be removed down to the top of the cone section, covered with a steel plate and backfilled before HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH starts. The manholes will be adjusted to final grade after the final surface is placed.

This work shall be paid for at the contract unit price per each for MANHOLES TO BE ADJUSTED (SPECIAL).

#### ITEM #X6026051: SANITARY MANHOLE TO BE RECONSTRUCTED

This item is for the reconstruction of sanitary manholes in effort to maintain watertight construction and will be done with the following provisions, in accordance with Section 602 of the Standard Specifications for Road and Bridge Construction and DeKalb Sanitary District requirements.

Sanitary sewer manholes shall have frame/chimney seal, as shown in the detail of the plans, or heatactivated shrink-wrap encapsulating manhole frame and adjusting area, incidental to this item. The following will be acceptable:

- 1. Canusa CPS Wrapid Seal
- 2. Internal Adaptor Seal Ring as supplied by Sidener Supply of Belvidere, IL, (800) 892-5396.

Prior to the milling operation, the Contractor shall remove the existing cone section and install a new concrete cone section. Contractor shall place a suitable metal plate over the new cone section of the manhole and backfill the area with a temporary hot-mix or cold-mix asphalt mixture. The Contractor shall then complete the milling and placement of all HMA lifts.

After placing the surface course, the Contractor will reinstall the frames and lids and adjust them to the finished pavement elevation. The pavement must be saw cut full depth in a 5' x 5' diamond shape to create a clean pavement edge to pour concrete against.

The excavated area around the manholes shall be filled with Class PP-1 or PP-2 concrete at a maximum depth of 10". This includes areas outside of the concrete diamonds, that were excavated for placement of the precast cone.

All frame adjustments shall be accomplished using the procedures outlined in the Standard Specifications and as directed in the Special Provisions herein. Any shims needed to adjust any frame shall be of solid flat steel with dimensions of 2" in width and 2" in length with uniform thickness. The frame will be set to grade using steel shims and without disturbing the adjustment; the frame will then be lifted off and set aside. A full bed of mortar will be placed on the structure between the adjusting shims, which shall form a solid masonry bond between the adjusting ring or structure. The frame shall be set back into place in a method not to damage the bed of mortar.

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All manholes called out for adjustment or will be removed down to the top of the cone section, covered with a steel plate and backfilled before HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH starts. The manholes will be adjusted to final grade after the final surface is placed.

This work shall be paid for at the contract unit price per each for SANITARY MANHOLES TO BE RECONSTRUCTED.

#### ITEM #X7010216: TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

This shall be performed in accordance with Section 701 of the Standard Specifications insofar as applicable. This item includes providing and maintaining all signs, barricades, flashers, sandbags, and flagmen to implement traffic control in accordance with the Manual on Uniform Traffic Control Devices, latest edition; and, to implement necessary job safety warnings with proper barricades, cones and snow fences around trenches, equipment and new concrete or asphalt work.

The Contractor shall coordinate all traffic control work. When directed by the Engineer, the Contractor shall remove all traffic control devices, which were installed and maintained under this Contract. Such devices shall remain the property of the Contractor. No caution tape or ribbon will be allowed to mark off areas. Areas needing to be blocked off must be protected using proper methods outlined in the MUTCD.

The Contractor shall ensure that all traffic control devices installed are operational 24 hours a day, including Sundays and holidays.

The Contractor shall provide 24-hour contact information to receive notification of any traffic control deficiencies and shall dispatch workers, materials, and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Department of Public Works concerning any request for improving or correction of traffic control devices and begin making requested repairs within two (2) hours from the time of notification.

This item of work will be incidental to the contract as agreed upon to furnish and implement all the conditions for Traffic Control and Protection for associated project work.

#### TRAFFIC CONTROL PLAN

All roads shall be kept open to traffic. All signs, except those referring to daily lane closures, shall be post mounted in accordance with Standard 701901 for all projects that exceed a four-day duration. There shall be no weekend lane closures. Construction signs referring to daytime lane closures during working hours shall be removed, covered or turned away from the view of the motorists during non-working hours.

The Contractor shall furnish, erect, maintain and remove all signs, barricades, flaggers and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the Engineer and in accordance with the applicable parts of Section 701 of the Standard Specifications.

The Contractor shall notify the City of DeKalb, Local Fire and Police Departments, and adjacent property owners a minimum of 5 days prior to closing any portion of adjacent streets or alleys.

Traffic Control shall be according to the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, Illinois Supplement to the National Manual on Uniform Traffic Control Devices, these special provisions, and any special details and Highway Standards contained herein and in the plans.

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Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control.

#### Standards:

701501 701502 701606 701701 701801 701901

#### General:

Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

#### Signs:

No bracing shall be allowed on post-mounted signs.

"BUMP" (W8-1(O)48) signs shall be installed as directed by the Engineer.

All regulatory signs shall be maintained at a 5-foot minimum bottom (rural), 7 feet minimum (urban).

Plate altering signs shall have the same sheeting as the base sign.

No more than one (1) plate shall be used to alter a sign.

Any post stubs without a sign in place and visible shall have a reflector placed on each post.

#### Devices:

Cones or reflectorized cones shall not be used during hours of darkness.

A minimum of 3 drums spaced at 4 feet shall be placed at each return when the sideroad is open.

On all standards, and the devices listed in Section 701 of the Standard Specifications, the device spacing shall be revised to the following dimensions:

Where the spacing shown on the standard is 25 feet, the devices shall be placed at 20 feet. Where the spacing shown on the standard is 50 feet, the devices shall be placed at 40 feet. Where the spacing shown on the standard is 100 feet, the devices shall be placed at 80 feet.

Direction Indicator Barricades shall exclusively be used in lane closure tapers. They shall be used only when traffic is being merged with an adjacent through lane or shifted onto a median crossover. Backside to resemble a type II barricade. Taper shall not be broken for a side street or commercial entrance.

#### Lights:

Steady burn mono-directional lights are required on devices delineating a widening trench.

Flagger at Sideroads and Commercial Entrances:

Effective: August 1, 2011

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Flaggers shall comply with all requirements contained in the Department's "Flagger Handbook" dated September 2011. The flagger equipment listed for flaggers employed by the Illinois Department of Transportation shall apply to all flaggers.

All workers and flaggers shall wear ANSI Class E pants and an ANSI Class 2 vest that in combination meet the requirements of ANSI/ISEA 107 2004 for Conspicuity Class 3 garments during hours of darkness.

This work shall be paid for at the contract unit price per lump sum for TRAF CONT & PROT SPL.

#### ITEM #Z0048665:RAILROAD PROTECTIVE LIABILITY INSURANCE

The crossing location is identified as AAR/DOT Crossing Number 175039M, Railroad milepost 58.27. The City of DeKalb will obtain the Right of Entry Permit from the Union Pacific Railroad, including preparing and submitting the application and all application fees. Contractor is responsible for complying with said permit including, but not limited to, securing Railroad Protective Liability Insurance and securing/coordinating railroad flaggers. All costs for said insurance and flaggers is incidental to this pay item.

This work shall be paid for at the contract unit price per lump sum basis for RAILROAD PROTECTIVE LIABILITY INSURANCE.

#### ITEM #Z0004005 FIBER ASPHALT

Attached are the technical specifications for FIBER ASPHALT which shall govern for all work.

This work shall be paid for at the contract unit price per pound (LB) of FIBER ASPHALT.

#### ITEM #Z0004510: HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"

This work shall be done in accordance with Section 406 of the Standard Specifications for Road and Bridge Construction and shall consist of the sub-grade material of Aggregate Base Course, Type B, CA-6 to achieve the proper grade requirements and this shall be considered incidental to HOT-MIX ASPHALT DRIVEWAY PAVEMENT 3".

This work shall be paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT 3".

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# State of Illinois Department of Transportation Bureau of Local Roads and Streets

# SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007 Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

During the Contracting phase of this project, the Contractor shall contact Fehr Graham to deermine the			
extent of the agencies that shall be named as additionally insured on this project. At a minimum, the			
following shall be named: T	following shall be named: The City of DeKalb, Fehr Graham, and all other agencies and		
representatives on-site unde	er the direction of those entities shall be listed.		
-			
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The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

# State of Illinois DEPARTMENT OF TRANSPORTATION Bureau of Local Roads & Streets

# SPECIAL PROVISION FOR GROWTH CURVE

Effective: March 1, 2008 Revised: January 1, 2010

All references to Sections and Articles in this Special Provision shall be construed to mean specific Sections and Articles in the Standard Specifications for Road and Bridge Construction adopted by the Department of Transportation.

The Contractor shall perform a growth curve at the beginning of placement of each type of mix and each lift. The growth curve for each type of mix and each lift shall be performed within the first 200 tons (180 metric tons). If an adjustment is made to the specific mix design, the Engineer reserves the right to request an additional growth curve and supporting tests at the Contractor's expense.

Compaction of the growth curve shall commence immediately after the course is placed and at a temperature of not less than 280 °F (140 °C). The growth curve, consisting of a plot of lb/cu ft (kg/cu m) vs. number of passes with the project breakdown roller, shall be developed. Roller speed during the growth curve testing shall be the same as the normal paving operation. This curve shall be established by use of a nuclear gauge. Tests shall be taken after each pass until the highest lb/cu ft (kg/cu m) is obtained. This value shall be the target density provided the HMA Gyratory air voids are within acceptable limits. If the HMA Gyratory air voids are not within the specified limits, corrective action shall be taken, and a new target density shall be established.

A new growth curve is required if the breakdown roller used on the growth curve is replaced with a new roller during production. The target density shall apply only to the specific gauge used. If additional gauges are to be used to determine density specification compliance, the Contractor shall establish a unique minimum allowable target density from the growth curve location for each gauge.

At least one core sample per day shall be taken at a location specified by the Engineer. Core densities will be determined using the Illinois-Modified AASHTO T 166 or T 275 procedure by the Department. The core density shall be according to Articles 1030.05(d)(4) and (d)(7). The QA Manager is responsible for assuring and documenting that the determined number of roller passes has been accomplished. The Engineer reserves the right to take core samples at any time to verify density from the nuclear gauge,

All lifts and confined longitudinal joint edges shall be compacted to an average nuclear gauge density of not less than 95 percent nor greater than 102 percent of the target density obtained on the growth curve. Unconfined longitudinal joint edges shall be compacted to an average nuclear gauge density of not less than 93 percent nor greater than 102 percent of the target density obtained on the growth curve. The average nuclear gauge density shall be based on tests representing one day's production.

Quality Control density tests shall be performed at randomly selected locations within 1/2 mile (800 m) intervals per lift per lane. In no case shall more than one half day's production be completed without density testing being performed. Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 2 in. (50 mm) from each pavement edge.

If the Contractor is not controlling the compaction process and is making no effort to take corrective action, the operation shall stop as directed by the Engineer.

# State of Illinois DEPARTMENT OF TRANSPORTATION Bureau of Local Roads & Streets

# SPECIAL PROVISION FOR EMULSIFIED ASPHALTS

Effective: January 1, 2007 Revised: February 7, 2008

All references to Sections and Articles in this Special Provision shall be construed to mean specific Sections and Articles in the Standard Specifications for Road and Bridge Construction adopted by the Department of Transportation.

Replace the table after Note 2 in Article 403.02 with the following:

	Bituminous Materials Recommende	ed for Weather Conditions Indicated
Type of Construction	Warm [15 °C to 30 °C]* [(60 °F to 85 °F)]*	Hot [30 °C Plus]* [(85 °F Plus)]*
Prime	MC-30, PEP	MC-30, PEP
Cover Coat and Seal Coat	RS-2, CRS-2, RC-800, RC-3000, MC-800, MC-3000, SC-3000, HFE-90, HFE-150, HFE-300, HFRS-2, PEA**	RS-2, CRS-2, RC-800, RC-3000, MC-800, MC-3000, SC-3000, PG46-28, PG52-28, HFE-90, HFE-150, HFE-300, HFRS-2, PEA**

- \* Temperature of the air in the shade at the time of application.
- \*\* PEA is only allowed on roads with low traffic volumes

Replace the table after Note 2 in Article 406.02 with the following:

Type of Construction	Bituminous Materials Recommended
Prime (tack) on Brick, Concrete, or Bituminous Bases (Note 3)	SS-1, SS-1h, CSS-1, CSS-1h, HFE-90, RC-70
Prime on Aggregate Bases (Note 4)	MC-30, PEP
Mixture for Cracks, Joints, and Flangeways	PG58-22, PG64-22

- Note 3. When emulsified asphalts are used, they shall be diluted with an equal volume of potable water. HFE emulsions shall be diluted by the manufacturer. The diluted material shall be thoroughly agitated within 24 hours of application and show no separation of water and emulsion. The diluted material shall not be returned to an approved emulsion storage tank.
- Note 4. Preparation of the bituminous PEP shall be as specified in Article 403.05.

Spraying Application Temperature Ranges					
To a sed One de of	Temperature Ranges				
Type and Grade of Bituminous Material	°F	°C			
Bituminous Material	min max.	min max.			
PEP	60 - 130	15 - 55			
PEA	140 - 190	60 -88			
MC-30	85 - 190	30 - 90			
MC-70, RC-70, SC-70	120 - 225	50 - 105			
MC-250, SC-250	165 - 270	75 - 130			
MC-800, SC-800	200 - 305	95 - 150			
MC-3000, SC-3000	230 - 345	110 - 175			
PG46-28	275 - 385	135 - 195			
PG52-28	285 - 395	140 - 200			
RS-2, CRS-2	110 - 160	45 - 70			
SS-1, SS-1h, CSS-1, CSS-1h	75 - 130	25 - 55			
SS-1hP, CSS-1hP	75 - 130	25 - 55			
HFE-90, HFE-150, HFE-300	150 - 180	65 - 80			
HFP, CRSP, HFRS-2	150 - 180	65 - 80			
E-2	85 - 190	30 - 90			
E-3	120 - 225	50 - 105			
E-4	165 - 270	75 - 130			

# Add subparagraph (g) to Article 1032.06:

(g) Penetrating Emulsified Asphalt (PEA). The penetrating emulsified asphalt shall meet the following requirements when tested according to AASHTO T59:

Viscosity, Saybolt Fural @ 25°C (77°F),	sec:	20 - 500
Sieve Test, retained on 850 µm (No. 20) sieve, maximum,	%:	0.10
Storage Stability Test, 1 day, maximum,	%:	1
Float Test @ 60°C (140°F), minimum,	sec:	150
Stone Coating Test, 3 minutes,		Stone Coated Thoroughly
Particle Charge	:	Negative
pH, minimum	:	7.3
Distillation Test:		
Distillation to 260°C (500°F) Residue, minimum	%:	65
Oil Distillate by Volume, maximum	%:	3
Test on residue from distillation:		
Penetration @ 25°C (77°F), 100 g, 5 sec, minimum	dmm:	300

Replace the last sentence and table of Article 1032.06 with the following:

The different grades are, in general, used for the following.

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

### BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE)

Effective: November 2, 2006 Revised: August 1, 2017

<u>Description</u>. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate with their bid whether or not this special provision will be part of the contract.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

 $CA = (BPI_P - BPI_L) \times (\%AC_V / 100) \times Q$ 

Where: CA = Cost Adjustment, \$.

BPI<sub>P</sub> = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI<sub>L</sub> = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).

%AC<sub>V</sub> = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC<sub>V</sub> will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC<sub>V</sub> and undiluted emulsified asphalt will be considered to be 65% AC<sub>V</sub>.

Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: Q, tons = A x D x ( $G_{mb}$  x 46.8) / 2000. For HMA mixtures measured in square meters: Q, metric tons = A x D x ( $G_{mb}$  x 1) / 1000. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different  $G_{mb}$  and %  $AC_{V}$ .

For bituminous materials measured in gallons: Q, tons =  $V \times 8.33$  lb/gal x SG / 2000 For bituminous materials measured in liters: Q, metric tons =  $V \times 1.0$  kg/L x SG / 1000

Where: A = Area of the HMA mixture, sq yd (sq m).

D = Depth of the HMA mixture, in. (mm).

 $G_{mb}$  = Average bulk specific gravity of the mixture, from the approved mix design.

V = Volume of the bituminous material, gal (L).

SG = Specific Gravity of bituminous material as shown on the bill of lading.

<u>Basis of Payment</u>. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the BPI<sub>L</sub> and BPI<sub>P</sub> in excess of five percent, as calculated by:

Percent Difference =  $\{(BPI_L - BPI_P) \div BPI_L\} \times 100$ 

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the work placed during the month are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

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# **COMPENSABLE DELAY COSTS (BDE)**

Effective: June 2, 2017 Revised: April 1, 2019

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

- "(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.
  - (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
  - (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
  - (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

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

- "(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.
  - (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.
    - Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).
  - (2) Major Delay. Labor will be the same as for a minor delay.
    - Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

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

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

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

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

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

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

"(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

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

Add the following to Section 109 of the Standard Specifications.

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

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

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

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

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

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

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

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

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

80384

# **HOT-MIX ASPHALT - BINDER AND SURFACE COURSE (BDE)**

Effective: July 2, 2019

Revised: November 1, 2019

<u>Description</u>. This work shall consist of constructing a hot-mix asphalt (HMA) binder and/or surface course on a prepared base. Work shall be according to Sections 406 and 1030 of the Standard Specifications, except as modified herein.

Materials. Add the following after the second paragraph of Article 1003.03(c):

"For mixture IL-9.5FG, at least 67 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, steel slag sand, or combinations thereof meeting FA 20 gradation."

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	CA 11 <sup>1/</sup>
	SMA 12.5 <sup>2/</sup>	CA 13, CA 14, or CA 16
	SMA 9.5 <sup>2/</sup>	CA 13 or CA 16 3/
	IL-9.5	CA 16
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 <sup>1/</sup>
	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 stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.
- 3/ The specified coarse aggregate gradations may be blended."

HMA Nomenclature. 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, SMA 9.5

Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5"	
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Mixture Design. Revise the table in Article 1030.04(a)(1) and add SMA 9.5 and IL-9.5FG mixture compositions as follows:

	"HIGH ESA	L, MIXTURE	COMPOSIT	TION (% PAS	SING) 1/	
Sieve Size	SMA 12.5 <sup>5/</sup>		SMA 9.5 <sup>5/</sup>		IL-9.5FG	
Oleve Olze	min.	max.	min.	max.	min.	max.
1 in. (25 mm)						
3/4 in. (19 mm)		100		100		
1/2 in. (12.5 mm)	90	99	95	100		100
3/8 in. (9.5 mm)	50	85	70	95	90	100
#4 4.75 mm)	20	40	30	50	60	75
#8 (2.36 mm)	16	24 4/	20	30	45	60
#16 (1.18 mm)				21	25	40
#30 (600 μm)				18	15	30
#50 (300 μm)				15	8	15
#100 (150 μm)					6	10
#200 (75 μm)	8.0	11.0 <sup>3/</sup>	8.0	11.0 <sup>3/</sup>	4.0	6.5
#635 (20 μm)		≤ 3.0		≤ 3.0		
Ratio of Dust/Asphalt Binder						1.0

<sup>1/</sup> Based on percent of total aggregate weight.

<sup>2/</sup> 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 24 percent.
- 5/ When the bulk specific gravity (Gsb) of the component aggregates vary by more than 0.2, the blend gradations shall be based on volumetric percentage."

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

6	"VOLUMETRIC REQUIREMENTS, High ESAL					
/\/N//\\ 0/ mainingston				Voids Filled with Asphalt Binder		
Nuesign	IL-19.0	IL-9.5 IL-9.5FG	IL-4.75 <sup>1/</sup>	(VFA),%		
50			18.5	65 - 78 <sup>2/</sup>		
70	13.5	15.0		65 – 75 <sup>3/</sup>		
90				05-75		

- 1/ Maximum draindown for IL-4.75 shall be 0.3 percent.
- 2/ VFA for IL-4.75 shall be 76-83 percent.
- 3/ VFA for IL-9.5FG shall be 65-78 percent."

Revise the table in Article 1030.04(b)(3) to read:

"VOLUMETRIC REQUIREMENTS, SMA 12.5 1/ and SMA 9.5 1/					
ESALs (million) Ndesign Design Air Voids in the Mineral Aggregate (VMA), % min. (VFA), %					
≤ 10	50	4.0	16.0	75 – 80	
> 10	80	4.0	17.0	75 – 80	

1/ Maximum draindown shall be 0.3 percent."

Quality Control/Quality Assurance (QC/QA). Revise the third paragraph of Article 1030.05(d)(3) 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."

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

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

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location.

When a longitudinal joint sealant (LJS) is applied, longitudinal joint density testing will not be required on the joint(s) sealed."

Revise the second table in Article 1030.05(d)(4) and its notes to read:

"DENSITY CONTROL LIMITS			
Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density, minimum
IL-4.75	Ndesign = 50	93.0 – 97.4 % 1/	91.0%
IL-9.5FG	Ndesign = 50 - 90	93.0 – 97.4 %	91.0%
IL-9.5	Ndesign = 90	92.0 - 96.0 %	90.0%
IL-9.5, IL-9.5L,	Ndesign < 90	92.5 – 97.4 %	90.0%
IL-19.0	Ndesign = 90	93.0 – 96.0 %	90.0%
IL-19.0, IL-19.0L	Ndesign < 90	93.0 <sup>2/</sup> – 97.4 %	90.0%
SMA	Ndesign = 50 or 80	93.5 – 97.4 %	91.0%

1/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge. 2/ 92.0 % when placed as first lift on an unimproved subgrade."

Equipment. Add the following to Article 1101.01 of the Standard Specifications:

- "(h) Oscillatory Roller. The oscillatory roller shall be self-propelled and provide a smooth operation when starting, stopping, or reversing directions. The oscillatory roller shall be able to operate in a mode that will provide tangential impact force with or without vertical impact force by using at least one drum. The oscillatory roller shall be equipped with water tanks and sprinkling devices, or other approved methods, which shall be used to wet the drums to prevent material pickup. The drum(s) amplitude and frequency of the tangential and vertical impact force shall be approximately the same in each direction and meet the following requirements:
  - (1) The minimum diameter of the drum(s) shall be 42 in. (1070 mm);
  - (2) The minimum length of the drum(s) shall be 57 in. (1480 mm);
  - (3) The minimum unit static force on the drum(s) shall be 125 lb/in. (22 N/m); and
  - (4) The minimum force on the oscillatory drum shall be 18,000 lb (80 kN)."

#### CONSTRUCTION REQUIREMENTS

Add the following to Article 406.03 of the Standard Specifications:

"(j) Oscillatory Roller ......1101.01"

Revise the third paragraph of Article 406.05(a) to read:

"All depressions of 1 in. (25 mm) or more in the surface of the existing pavement shall be filled with binder. At locations where heavy disintegration and deep spalling exists, the area shall be cleaned of all loose and unsound material, tacked, and filled with binder (hand method)."

Revise Article 406.05(c) to read.

"(c) Binder (Hand Method). Binder placed other than with a finishing machine will be designated as binder (hand method) and shall be compacted with a roller to the satisfaction of the Engineer. Hand tamping will be permitted when approved by the Engineer."

Revise the special conditions for mixture IL-4.75 in Article 406.06(b)(2)e. to read:

"e. The mixture shall be overlaid within 5 days of being placed."

Revise Article 406.06(d) to read:

"(d) Lift Thickness. The minimum compacted lift thickness for HMA binder and surface courses shall be as follows.

MINIMUM COMPACTED LIFT THICKNESS								
Mixture Composition	Thickness, in. (mm)							
IL-4.75	3/4 (19) - over HMA surfaces <sup>1/</sup> 1 (25) - over PCC surfaces <sup>1/</sup>							
IL-9.5FG	1 1/4 (32)							
IL-9.5, IL-9.5L	1 1/2 (38)							
SMA 9.5	1 1/2 (38)							
SMA 12.5	2 (51)							
IL-19.0, IL-19.0L	2 1/4 (57)							

<sup>1/</sup> The maximum compacted lift thickness for mixture IL-4.75 shall be 1 1/4 in. (32 mm)."

Revise Table 1 and Note 3/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

"TABL	E 1 - MINIMUM ROL	LER REQUIRI	EMENTS FOR HMA	
	Breakdown Roller (one of the following)	Intermediate Roller	Final Roller (one or more of the following)	Density Requirement
Binder and Surface 1/	V <sub>D</sub> , P <sup>3/</sup> , T <sub>B</sub> , 3W, O <sub>T</sub> , O <sub>B</sub>	P <sup>3/</sup> , O <sub>T</sub> , O <sub>B</sub>	V <sub>S</sub> , T <sub>B</sub> , T <sub>F</sub> , O <sub>T</sub>	As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7).
IL-4.75 and SMA 4/5/	T <sub>B</sub> , 3W, O <sub>T</sub>		T <sub>F</sub> , 3W, O <sub>T</sub>	
Bridge Decks <sup>2/</sup>	Тв		T <sub>F</sub>	As specified in Articles 582.05 and 582.06.

<sup>3/</sup> A vibratory roller (V<sub>D</sub>) or oscillatory roller (O<sub>T</sub> or O<sub>B</sub>) may be used in lieu of the pneumatic-tired roller on mixtures containing polymer modified asphalt binder."

Add the following to EQUIPMENT DEFINITION in Article 406.07(a) contained in the Errata of the Supplemental Specifications:

- "O<sub>T</sub> Oscillatory roller, tangential impact mode. Maximum speed is 3.0 mph (4.8 km/h) or 264 ft/min (80 m/min).
- O<sub>B</sub> Oscillatory roller, tangential and vertical impact mode, operated at a speed to produce not less than 10 vertical impacts/ft (30 impacts/m)."

<u>Basis of Payment</u>. Replace the second through the fifth paragraphs of Article 406.14 with the following:

"HMA binder and surface courses will be paid for at the contract unit price per ton (metric ton) for MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS; HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), of the Ndesign specified; HOT-MIX ASPHALT BINDER COURSE, of the mixture composition and Ndesign specified; HOT-MIX ASPHALT SURFACE COURSE, of the mixture composition, friction aggregate, and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, of the mixture composition and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, of the mixture composition and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, of the mixture composition, friction aggregate, and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT, of the mixture composition and Ndesign specified; POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, of the mixture composition, friction aggregate, and Ndesign specified."

80416

## PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2017

Revise the Air Content % of Class PP Concrete in Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

"TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA							
Class of Conc.	Use	Air Content %					
PP	Pavement Patching Bridge Deck Patching (10)						
	PP-1 PP-2 PP-3 PP-4 PP-5	4.0 - 8.0"					

Revise Note (4) at the end of Table 1 Classes of Concrete and Mix Design Criteria in Article 1020.04 of the Standard Specifications to read:

"(4) For all classes of concrete, the maximum slump may be increased to 7 in (175 mm) when a high range water-reducing admixture is used. For Class SC, the maximum slump may be increased to 8 in. (200 mm). For Class PS, the maximum slump may be increased to 8 1/2 in. (215 mm) if the high range water-reducing admixture is the polycarboxylate type."

80389

# RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)

Effective: December 1, 1986 Revised: January 1, 2006

<u>Description</u>. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
DOT/AAR No.: RR Division:	RR Mile Post: RR Sub-Division:	
For Freight/Passenger Information Conta	ct:	Phone:
For Insurance Information Contact:		Phone:

DOT/AAR No.: RR Mile Post: RR Division: RR Sub-Division:

For Freight/Passenger Information Contact: Phone: For Insurance Information Contact: Phone:

<u>Approval of Insurance</u>. The original and one certified copy of each required policy shall be submitted to the following address for approval:

Illinois Department of Transportation Bureau of Design and Environment 2300 South Dirksen Parkway, Room 326 Springfield, Illinois 62764 The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

<u>Basis of Payment</u>. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

34261

# RAILROAD PROTECTIVE LIABILITY INSURANCE (5 and 10) (BDE)

Effective: January 1, 2006

<u>Description</u>. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
DOT/AAR No.:	RR Mile Post:	
RR Division:	RR Sub-Division:	
For Freight/Passenger Information Contact:	act:	Phone: Phone:
DOT/AAR No.:	RR Mile Post:	
RR Division:	RR Sub-Division:	
For Freight/Passenger Information Contact:	act:	Phone: Phone:
To modiance information contact.		1 110110.

<u>Approval of Insurance</u>. The original and one certified copy of each required policy shall be submitted to the following address for approval:

Illinois Department of Transportation Bureau of Design and Environment 2300 South Dirksen Parkway, Room 326 Springfield, Illinois 62764 The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

<u>Basis of Payment</u>. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

80157

# SURFACE TESTING OF HOT-MIX ASPHALT OVERLAYS (BDE)

Effective: January 1, 2013 Revised: August 1, 2019

Revise Article 406.03(h) of the Standard Specifications to read:

"(h) Pavement Surface Test Equipment ......1101.10"

Revise Article 406.11 of the Standard Specifications to read:

"406.11 Surface Tests. The finished surface of the pavement shall be tested for smoothness according to Article 407.09, except as follows:

One wheel track shall be tested per lane. Testing shall be performed 3 ft (1 m) from and parallel to the edge of the lane away from traffic.

SMOOTHNESS ASSESSMENT SCHEDULE (HMA Overlays)										
High-Speed Mainline Pavement Profile Index in./mile (mm/km)	Low-Speed Mainline Pavement Profile Index in./mile (mm/km)	Assessment per sublot								
6.0 (95) or less	15.0 (240) or less	+\$150.00								
>6.0 (95) to 10.0 (160)	>15.0 (240) to 25.0 (400)	+\$80.00								
>10.0 (160) to 30.0 (475)	>25.0 (400) to 45.0 (710)	+\$0.00								
>30.0 (475) to 40.0 (635)	>45.0 (710) to 65.0 (1025)	+\$0.00								
Greater than 40.0 (635)	Greater than 65.0 (1025)	-\$300.00"								

# DETECTABLE WARNING SPECIFICATION 10 GAUGE GALVANIZED STEEL WET-SET DETECTABLE WARNING TILE

#### Description

Specifications for furnishing and installing **Wet-Set Galvanized Steel** (tactile) tiles in an in-line dome pattern, embedded in curb ramps and walking surfaces at the dimensions shown on drawings as directed by the engineer of record.

#### **Materials**

Wet-Set, G90 Galvanized Steel (tactile) shall be manufactured using 10 gauge material.

10 gauge material shall be from the United States of America.

Galvanized Steel (tactile) shall be made in the United States of America.

Galvanized Steel (tactile) shall be powder coated to comply with proposed color.

#### Color

Contractor must verify with City of DeKalb prior to ordering.

#### **Physical Characteristic**

Galvanized Steel (tactile) tiles shall be 10 gauge.

Raised truncated domes shall have a diameter of 0.91", a height of 0.2", and a center to center spacing of 2.35" to 2.40".

Wet-Set Galvanized Steel (tactile) tiles shall feature stainless steel #14 tamper resistant screws with embedded 1.75" self-threading corrosion resistant composite anchor.

Anchor attachment **shall be** flush with the bottom side of the tile. Anchor attachment points extending below the bottom side of the tile **shall not** be permitted.

#### **Must Comply With The Following**

Americans with Disability Act (ADA) (42 U.S.C. 12101 et seq.) Accessibility Guidelines (ADAAG) for Public Rights - of - Way (July26, 2011)

ISO 23599:2012-03-01 Assistive products for the blind and vision impaired persons- Tactile Walking Surface Indicators

Federal Highway Administration, 23 U.S.C. & 313- Buy America; 23 C.F.R. & 635.410

American Recovery and Reinvestment Act of 2009, Section 1605- Buy America

Federal Transit Administration, 49 U.S.C & 532(j); 49 C.F.R. Part 661

# Fiber-Reinforced Asphalt Cement Concrete

Division 32 – Exterior Improvements 32 12 16.27 Fiber Reinforced Asphalt Paving

#### Part 1 General

#### 1.1 Section Includes

A. Fiber reinforcement for asphalt cement concrete

#### 1.2 Related Sections

- A. Section 32 12 16 Asphalt Paving
- B. Section 32 12 19 Asphalt Paving Wearing Courses

#### 1.3 References

- A. American Society for Testing and Materials (ASTM)
  - 1. To be determined or from other sections reference
- B. National Asphalt Paving Association
  - 1. To be determined or from other sections reference

#### 1.4 Submittals

- A. Submit copies of manufacturer's literature for fibers including:
  - 1. Product data
  - 2. Brochures
  - 3. Written instructions to suppliers
  - 4. Written instructions to installers
  - 5. Material Safety Data Sheets (MSDS).
- B. Submit copies of a certificate prepared by asphalt material supplier, stating that the specified fibers were added to each batch of asphalt delivered to the project site. Each certificate should be accompanied by one copy of each batch delivery ticket indicating product name, manufacturer and quantity of fiber-reinforcement added to each asphalt load.

#### 1.5 Quality Assurance

A. Fiber manufacturer to provide technical assistance from design through construction for use of fiber reinforcement.

#### 1.6 Delivery, Storage, and Handling

- A. Deliver fiber-reinforcement in sealed, undamaged containers with labels intact and legible, indicating material name and lot number.
- B. Deliver fiber-reinforcement to location where it will be added to each batch or loaded into the mixer.
- C. Store materials covered and off the ground. For ease of handling, do not allow boxes to become wet.

# Fiber-Reinforced Asphalt Cement Concrete

#### Part 2 Products

#### 2.1 Manufacturer

#### 2.2 Materials

- A. HMA fiber reinforcement with virgin polyolefins and virgin aramids.
- B. Fiber Reinforcement: Fibers with the following typical physical properties:
  - 1. Nominal Specific Gravity (Bulk Relative Density): 0.91 and 1.44
  - 2. Nominal Material Types: Virgin Polyolefins and Virgin Aramid
  - 3. Maximum Length: 0.75 inch
  - 4. Match fiber blend of materials to application installation types:
    - i. Hot Mix Asphalt is designated blend HMA

## 2.3 Batching and Mixing

- A. To avoid the formation of fiber balls or not mixed fibers, add sealed plastic bags of fibers into the mixer.
- B. Add fiber-reinforcement at 1.0 pound per ton.
- C. Order product for Pug Mill Mixers for minimum batch size regarding tons per batch to pounds per bag of product.
- D. Order product for Drum Type Mixers and the anticipated production rate of tons per hour (typically seconds per ton, dosage timing) regarding 1-pound per bag of product.
- E. Order fiber reinforcement materials for 1 pound per ton of asphalt materials and allowing for overages, mock-ups, production, and occasional errors based on your experience.

#### 2.4 Pug Mill Mixers and Mixing Operations

- A. Ensure adequate start, stop, and dosage change information is easily communicated between batch control operations and fiber addition activities.
- B. Add complete bags of fibers just before aggregate is discharged into the pug mill mixer.
- C. Immediately before or immediately after the dried aggregate is added to the pug mill, the bags of fibers should be added and discharged into the pug mill with the aggregate.
- D. Add complete bags of fibers at the general nominal batch size agreed to by operations and mixture design specifications.
- E. Do NOT open the bags and add or discharge into the pug mill.
- F. Dry mixing proceeds for the standard length of time as specified in the mixture design specifications.
- G. The proper quantity of bitumen (asphalt cement, liquid) is added to the pug mill and wet mixing proceeds for the standard length of time as specified in the design mixture specifications.
- H. The asphalt batch is accumulated and discharged normally.
- I. The asphalt batch is discharged to a haul vehicle or storage.

## 2.5 Drum Type Mixers and Mixing Operations

- A. Ensure adequate start, stop, and rate change information is easily communicated between drum control operations and fiber addition activities.
- B. Add complete bags of fiber at a point in the mixing process after fines collection and before the addition of liquid asphalt.
- C. Add fibers after the fines collection to ensure the fibers do not clog filters.
- D. Add fibers before the liquid asphalt addition.
- E. Add complete bags of fibers at the general nominal rate agreed to by operations and mixture design specifications.

# Fiber-Reinforced Asphalt Cement Concrete

- F. Do NOT open the bags at any point in the loading process.
- G. Mixing should proceed for the standard length of time as specified in the mixture design specifications.
- H. The proper quantity of bitumen (asphalt cement, liquid) is added to the drum and wet mixing proceeds for the standard length of time as specified in the mixture design specifications.
- I. The asphalt batch is accumulated and discharged normally.
- J. The asphalt batch is discharged to a haul vehicle or storage.

#### Part 3 Execution

#### 3.1 Placement

- A. Discharge fiber reinforced asphalt cement concrete into locations as directed and in accordance with the project.
- B. Place asphalt cement concrete in accordance with provision of other Sections and with additional instructions as follows.
- C. Avoid over-using long tine rakes or other tools that will align fibers or disrupt the homogeneous, uniform 3-dimensional, fiber dispersion when moving asphalt cement concrete.
- D. Using a lute, "come along", or a flat tined pitch-fork (potato-fork) may be useful for moving asphalt cement concrete.
- E. Remove any observed fiber balls from mixture if they occur.
- F. Adjust operations regarding any observed fiber balls.

# 3.2 Compaction

- A. Verify timing for initial and final compaction on more than a visual determination.
- B. Hand Compaction/Finishing: use appropriate tools as required.

#### 3.3 Schedules

- A. Use fiber-reinforced asphalt cement concrete in these locations scheduled as follows:
  - 1. HMA fibers: See Typical Sections

**END OF SECTION** 

City of DeKalb 2020 Streets

# Sanitary Sewer Manhole Repairs Schedule



Location	Manhole ID	Remarks
S. 7th St.	11859	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
S. 7th St.	11865	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
S. 7th St.	11849	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
S. 7th St.	11835	Replace brick cone section with pre-cast cone section. Replace frame & lid (Kish. WRD to provide)
S. 7th St.	11824	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
N. 7th St.	11608	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
N. 7th St.	11588	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
N. 7th St.	11584	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
N. 7th St.	10639	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
N. 7th St.	10638	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
N. 7th St.	10626	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
13th St.	10674	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
13th St.	10668	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
13th St.	10660	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
13th St.	10659	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
13th St.	10465	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
13th St.	10463	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
14th St.	10677	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
14th St.	10667	Replace Frame & Lid. (Kish. WRD to provide)
14th St.	10662	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
14th St.	10661	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
14th St.	10471	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
14th St.	10472	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
14th St.	10475	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
Dresser Rd.	10446	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
N. 6th St.	11606	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
S. 6th St.	11893	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
S. 6th St.	11915	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
Taylor St.	11462	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
Taylor St.	11477	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
Taylor St.	11478	Replace brick cone section with pre-cast cone section. Reuse frame & lid.
Taylor St.	11479	Replace brick cone section with pre-cast cone section. Reuse frame & lid.

# DeKalb County Prevailing Wage Rates posted on 1/28/2020

					Foreman	Overtime								
Trade Title	Rg	Туре	C	Base		M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins
ASBESTOS ABT-GEN	All	BLD	İ	39.08	40.08	1.5	1.5	2.0	2.0	9.12	19.21	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD	Ι.	37.88	40.38	1.5	1.5	2.0	2.0	13.42	12.20	0.00	0.72	
BOILERMAKER	All	BLD	-	50.51	55.05	2.0	2.0	2.0	2.0	6.97	14.65	0.00	1.10	
BRICK MASON	All	BLD	Т	46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
CARPENTER	All	BLD		41.48	46.04	1.5	1.5	2.0	2.0	11.70	18.05	0.00	0.73	
CARPENTER	All	HWY	Г	42.70	44.45	1.5	1.5	2.0	2.0	11.70	18.05	0.00	0.73	
CEMENT MASON	All	ALL		47.01	49.01	2.0	1.5	2.0	2.0	10.65	22.86	0.00	0.50	
CERAMIC TILE FINISHER	All	BLD		40.56	40.56	1.5	1.5	2.0	2.0	11.00	12.80	0.00	0.86	The second secon
COMMUNICATION TECHNICIAN	All	BLD		41.00	45.10	1.5	1.5	2.0	2.0	13.74	15.02	0.00	0.82	
ELECTRIC PWR EQMT OP	All	ALL		43.71	59.52	1.5	1.5	2.0	2.0	6.00	13.55	0.00	0.77	1.31
ELECTRIC PWR EQMT OP	All	HWY		41.45	56.38	1.5	1.5	2.0	2.0	5.50	12.87	0.00	0.73	
ELECTRIC PWR GRNDMAN	All	ALL	T	33.69	59.52	1.5	1.5	2.0	2.0	6.00	10.44	0.00	0.59	1.01
ELECTRIC PWR GRNDMAN	All	HWY	T	32.00	56.38	1.5	1.5	2.0	2.0	5.50	9.92	0.00	0.66	
ELECTRIC PWR LINEMAN	All	ALL	T	52.44	59.52	1.5	1.5	2.0	2.0	6.00	16.27	0.00	0.93	1.58
ELECTRIC PWR LINEMAN	All	HWY	T	49.67	56.38	1.5	1.5	2.0	2.0	5.50	15.40	0.00	0.88	
ELECTRIC PWR TRK DRV	All	ALL		34.90	59.52	1.5	1.5	2.0	2.0	6.00	10.83	0.00	0.62	1.05
ELECTRIC PWR TRK DRV	All	HWY	T	33.14	56.38	1.5	1.5	2.0	2.0	5.50	10.29	0.00	0.59	
ELECTRICIAN	All	BLD	T	47.89	52.68	1.5	1.5	2.0	2.0	13.74	20.44	0.00	0.96	
ELEVATOR CONSTRUCTOR	All	BLD		52.09	58.60	2.0	2.0	2.0	2.0	15.57	9.96	4.17	0.62	
FENCE ERECTOR	SE	ALL	T	47.00	50.76	2.0	2.0	2.0	2.0	12.26	23.65	0.00	0.88	
GLAZIER	All	BLD	İ	41.03	42.03	1.5	1.5	1.5	2.0	12.30	9.05	0.00	1.25	
HEAT/FROST INSULATOR	All	BLD	Ī	50.50	53.00	1.5	1.5	2.0	2.0	13.42	13.66	0.00	0.72	
IRON WORKER	NW	ALL	Ī	39.39	45.30	2.0	2.0	2.0	2.0	12.27	25.42	0.00	1.20	
IRON WORKER	SE	ALL	ī	47.00	50.76	2.0	2.0	2.0	2.0	12.26	23.65	0.00	0.88	
LABORER	All	BLD	Τ	34.78	35.78	1.5	1.5	2.0	2.0	9.12	19.21	0.00	0.80	
LABORER	All	HWY		36.13	36.88	1.5	1.5	2.0	2.0	9.12	23.21	0.00	0.80	
LABORER, SKILLED	All	HWY		39.08	39.83	1.5	1.5	2.0	2.0	9.12	23.21	0.00	0.80	
LATHER	All	BLD		41.48	46.04	1.5	1.5	2.0	2.0	11.70	18.05	0.00	0.73	
MACHINIST	All	BLD	T	48.93	51.43	1.5	1.5	2.0	2.0	7.68	8.95	1.85	1.32	
MARBLE FINISHER	All	BLD	1	35.15	48.33	1.5	1.5	2.0	2.0	10.85	17.66	0.00	0.52	Ì
MARBLE MASON	All	BLD	-	46.03	50.63	1.5	1.5	2.0	2.0	10.85	18.78	0.00	0.64	

MATERIAL TESTER I	All	ALL		39.08	39.83	1.5	1.5	2.0	2.0	9.12	23.21	0.00	0.80	
MATERIALS TESTER II	All	ALL		39.08	39.83	1.5	1.5	2.0	2.0	9.12	23.21	0.00	0.80	
MILLWRIGHT	All	BLD		40.68	44.75	1.5	1.5	2.0	2.0	11.21	16.75	0.00	0.75	0.20
OPERATING ENGINEER	All	BLD	1	46.80	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	BLD	2	46.10	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	BLD	3	43.65	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	BLD	4	41.65	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	BLD	5	50.55	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	BLD	6	49.80	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	BLD	7	46.80	50.80	2.0	2.0	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	HWY	1	46.65	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	HWY	2	46.10	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	HWY	3	44.80	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	HWY	4	43.35	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	HWY	5	41.90	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	HWY	6	49.65	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
OPERATING ENGINEER	All	HWY	7	47.65	50.65	1.5	1.5	2.0	2.0	20.50	15.80	2.35	1.55	
ORNAMENTAL IRON WORKER	SE	ALL		45.06	48.66	2.0	2.0	2.0	2.0	10.52	20.76	0.00	0.70	
PAINTER	All	ALL		47.30	49.30	1.5	1.5	1.5	2.0	12.43	8.65	0.00	1.45	
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00	
PILEDRIVER	All	BLD		41.02	45.53	1.5	1.5	2.0	2.0	11.50	17.05	0.00	0.73	
PILEDRIVER	All	HWY		43.70	45.45	1.5	1.5	2.0	2.0	11.70	18.05	0.00	0.73	
PIPEFITTER	All	BLD		49.60	52.60	1.5	1.5	2.0	2.0	10.75	19.85	0.00	2.67	
PLASTERER	All	BLD		44.50	47.17	1.5	1.5	2.0	2.0	14.50	17.29	0.00	1.50	
PLUMBER	All	BLD		51.00	54.05	1.5	1.5	2.0	2.0	15.37	14.75	0.00	1.35	
ROOFER	All	BLD		44.60	48.60	1.5	1.5	2.0	2.0	10.58	13.31	0.00	0.70	
SHEETMETAL WORKER	All	BLD		42.89	46.32	1.5	1.5	2.0	2.0	8.38	20.28	0.00	0.50	
SPRINKLER FITTER	All	BLD		41.97	44.72	1.5	1.5	2.0	2.0	10.23	12.59	0.00	0.52	
STEEL ERECTOR	SE	ALL		45.56	49.20	2.0	2.0	2.0	2.0	11.02	21.51	0.00	0.70	
STONE MASON	All	BLD		46.88	51.57	1.5	1.5	2.0	2.0	10.85	19.31	0.00	0.95	
TERRAZZO FINISHER	All	BLD		42.54	42.54	1.5	1.5	2.0	2.0	11.00	14.64	0.00	0.88	
TERRAZZO MASON	All	BLD		46.38	49.88	1.5	1.5	2.0	2.0	11.00	16.09	0.00	0.93	
TILE LAYER	All	BLD		40.24	44.67	1.5	1.5	2.0	2.0	11.00	16.30	0.00	0.60	
TILE MASON	All	BLD		47.50	51.50	1.5	1.5	2.0	2.0	11.00	16.06	0.00	0.93	
TRUCK DRIVER	All	ALL	1	37.36	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TRUCK DRIVER	All	ALL	2	36.13	36.53	1.5	1.5	2.0	2.0	8.25	10.14	0.00	0.15	

TRUCK DRIVER	All	ALL	3	37.71	37.91	1.5	1.5	2.0	2.0	9.00	11.64	0.00	0.15	
TRUCK DRIVER	All	ALL	4	36.53	36.53	1.5	1.5	2.0	2.0	8.25	10.14	0.00	0.15	
TUCKPOINTER	All	BLD		46.50	47.50	1.5	1.5	2.0	2.0	8.34	18.40	0.00	0.93	·

#### **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 DEKALB COUNTY**

IRONWORKERS (NORTHWEST) - That portion of the county from a point where the western county line intersects with Rt. 30, continuing eastward to Shabbona, north between Shabbona and Clare, and northeast between Clare and New Lebanon.

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

#### **EXPLANATION OF CLASSES**

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

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

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars

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

#### COMMUNICATIONS TECHNICIAN

Installing, manufacturing, assembling and maintaining sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls, and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with above systems. All work associated with these system installations will be included EXCEPT the installation of protective metallic conduit in new construction projects (excluding less than ten-foot, runs strictly for protection of cable) and 120 volt AC (or higher) power wiring and associated hardware.

#### LABORER, SKILLED - HIGHWAY

Individuals engaged in the following types of work, irrespective of the site of the work: asbestos abatement worker, handling of any materials with any foreign matter harmful to skin or clothing, track laborer, cement handlers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers wet, tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen with technical engineers, rod and chainmen with land surveyors, rod and chainmen with surveyors, vibrator operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand, and shore laborers, bankmen on floating plant, grade checker, power tools, front end man on chip spreaders, cassion workers plus depth, gunnite nozzle men, lead man on sewer work, welders, cutters, burners and torchmen, chainsaw operators, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammermen, signal man on crane, concrete saw operator, screedman on asphalt pavers, laborers tending masons with hot material or where foreign materials are used, mortar mixer operators, multiple concrete duct leadsman, lumen, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, coring machine operator, plaster tender, underpinning and shoring of buildings, pump men, manhole and catch basin, dirt and stone tamper, hose men on concrete pumps, hazardous waste worker, lead base paint abatement worker, lining of pipe, refusing machine, assisting on direct boring machine, the work of laying watermain, fire hydrants, all mechanical joints to watermain work, sewer worker, and tapping water service and forced lift station mechanical worker.

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 ENGINEERS - 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 Paver (over 27E cu. ft.): Concrete Paver (27 cu. ft. and under); Concrete Placer; Concrete Pump (Truck Mounted); Concrete Conveyor (Truck Mounted); Concrete Tower; Cranes, All; GCI and similar types (required two operators only); Cranes, Hammerhead; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment - excluding hose work and any sewer work); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; 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; Rock Drill (self-propelled); Rock Drill - Truck Mounted; Roto Mill Grinder; Scoops - Tractor Drawn; Slipform Paver; Scrapers Prime Movers; Straddle Buggies; Tie Back Machine; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; 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, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Asphalt Spreader; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, or Drilling - with a seat); Lowboys; Pumps, Over 3" (1 to 3 not to exceed total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Elevator push button with automatic doors; Hoists, Inside; Oilers; Brick Forklift.

Class 5. Assistant Craft Foreman

Class 6. Mechanics; Welders.

Class 7. Gradall

#### **OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Silo Tender, Asphalt Spreader; Autograder; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Backhoe w/shear attachments; 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 of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Directional Boring Machine over 12"; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Hydro Vac, Self Propelled, Truck Mounted (excluding hose work and any sewer work); Lubrication Technician; Manipulators; 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; GCI Crane; Hydraulic Telescoping Form (Tunnel); Tie Back Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Traffic Barrier Conveyor Machine; Raised or Blind Hole Drills; Trenching Machine (over 12"); Truck Mounted Concrete Pump with Boom; Truck Mounted Concrete Conveyor; Work Boat (no license required - 90 h.p. or above); Underground Boring and/or Mining Machines; 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 (large self-propelled - excluding walk-behinds and hand-held); Conveyor Muck Cars (Haglund or Similar Type); Drills, all; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro Blaster; All Locomotives, Dinky; Off-Road Hauling Units; Non-Self Loading Dump; Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper, Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

Class 4. Air Compressor - Small and Large; Asphalt Spreader, Backend Man; Bobcat (Skid Steer) all; Brick Forklift; Combination - Small Equipment Operator; Directional Boring Machine up to 12"; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Trencher 12" and under; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Oilers and Directional Boring Machine Locator.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

#### 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.

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

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

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

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

#### 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.

# **PERFORMANCE BOND**

Any singular reference to Contractor, Suret applicable.	y, Owner or other party shall be considered plural where
CONTRACTOR (Name and Address):	SURETY (Name and Address) of Principal Place of Business:
Curran Contracting Company	Continental Casualty Company
286 Memorial Court	151 N. Franklin St.
Cyrstal Lake, IL 60014	Chicago, IL 60606
OWNER (Name and Address):  City of DeKalb	
200 South Fourth Street	
DeKalb, IL 60115	
CONTRACT	
Date:June 17, 2020	
Amount: \$833,924.86 Eight Hundre	ed Thirty Three Thousand Nine Hundred Twenty Four and 86/100 Dollars
Description (Name and Location):	city of DeKalb, DeKalb 2020 Streets (Phase A)
BOND	
Date (Not earlier than Contract Date):	June 23, 2020
Amount: \$833,924.86 Eight Hundred Th	irty Three Thousand Nine Hundred Twenty Four and 86/100 Dollars
Modifications to this Bond form:	N/A
side hereof de each couse this Performs	pally bound hereby, subject to the terms printed on the reverse ance Bond to be duly executed on its behalf by its authorized
CONTRACTOR AS PRINCIPAL	TO TO THE SECOND
COMPANY: Curran Contracting Company Comp	COMPANY: Continental Casualty Company (Corp. Seal)
SIGNATURE: ( floor) lugare	1,000 PSIGNATURE:
NAME and TITLE: Michael Leopardo, Vice F	President NAME and TITLE: Joshua Sanford, Attorney-in-Fact (Attach Power of Attorney)

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

COMPANY:	(Corp. Seal)	COMPANY:	(Corp. Seal)
SIGNATURE:	<del></del> 8	SIGNATURE:	
NAME and TITLE:		NAME and TITLE:	

- A. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
- B. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph C.1.
- C. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
  - 1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph J below, that OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and thee Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
  - 2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph C.1; and
  - 3. The OWNER has agreed to pay the Balance of the Contract Price to:
    - a. The Surety in accordance with the terms of the Contract
    - b. Another contractor selected pursuant to paragraph D.3 to perform the Contract.
- D. When the OWNER has satisfied the conditions of paragraph C, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
  - Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph F in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
  - 4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
    - After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or
    - b. Deny liability in whole or in part and notify the OWNER citing reasons therefore.

- E. If the Surety does not proceed as provided in paragraph D with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph D.4, and the OWNER refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
- F. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph D.1, D.2, or D.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
  - The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
  - 2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph D; and
  - 3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non- performance of the CONTRACTOR.
- G. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
- H. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
- I. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- J. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
- K. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- L. Definitions.
  - 1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
  - 2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
  - 3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

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

**END OF SECTION** 

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Donna M Planeta, Joshua Sanford, Aimee R Perondine, Aiza Anderson, Danielle D Johnson, Michelle Anne McMahon, Saykham Chanthasone, Rebecca M Stevenson, Bryan M Caneschi, Tanya Nguyen, Bethany Stevenson, Individually

of Hartford, CT, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 12th day of November, 2019.







Continental Casualty Company National Fire Insurance Company of Hartford American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 12th day of November, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

CERTIFICATE







Continental Casualty Company National Fire Insurance Company of Hartford American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

# **Authorizing By-Laws and Resolutions**

#### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

#### ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

#### ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

# **PAYMENT BOND**

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

CONTRACTOR (Name and Address):	SURETY (Name and Address) of Principal Place of Business:
Curran Contracting Company	Continental Casualty Company
286 Memorial Court	151 N. Franklin St.
Crystal Lake, IL 60014	Chicago, IL 60606
OWNER (Name and Address):  City of DeKalb, 200 South Fourth Street, DeKalb,	IL 60115
CONTRACT	
Date:6/17/2020	
Amount: \$833,924.86 Eight Hundred Thin	rty Three Thousand Nine Hundred Twenty Four and 86/100 Dollars
Description (Name and Location): City of	f DeKalb, DeKalb 2020 Streets (Phase A)
BOND	
Date (Not earlier than Contract Date): _J	fune 23, 2020
Amount: \$833,924.86 Eight Hundred Thirty	Three Thousand Nine Hundred Twenty Four and 86/100 Dollars
Modifications to this Bond form: N/A	
	y bound hereby, subject to the terms printed on the reverse nd to be duly executed on its behalf by its authorized officer,
CONTRACTOR AS PRINCIPAL	TING COLLEGE
COMPANY: Curran Contracting Company Corp.	Continental Casualty Company (Corp. Seal)
SIGNATURE: Jakes Cupers	1987 GIGNATURE
NAME and TITLE: Michael Leopardo, Vice Pos	ANAME and TITLE: Joshua Sanford, Attorney-in-Fact (Attach Power of Attorney)
(Space is provided below for signatures	
COMPANY: (Corp. S	Seal) COMPANY: (Corp. Seal)
SIGNATURE:	SIGNATURE:

NAME and TITLE:	 NAME and TITLE:	

- A. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
- B. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
  - 1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph L) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
- C. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
- D. The Surety shall have no obligation to Claimants under this Bond until:
  - 1 Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph L) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 2. Claimants who do not have a direct contract with the CONTRACTOR:
    - a. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - b. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
    - c. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
- E. If a notice required by paragraph D is given by the OWNER to the CONTRACTOR or to the Surety that is sufficient compliance.
- F. When the Claimant has satisfied the conditions of paragraph D, the Surety shall promptly and at the Surety's expense take the following actions:
  - 1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - Pay or arrange for payment of any undisputed amounts.
- G. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- H. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Payment Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
- I. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the

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

- J. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and oilier obligations.
- K. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph D.1 or paragraph D.2.a, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- L. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- M. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
- N. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### O. DEFINITIONS

- Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay
  the CONTRACTOR as required by the Contract or to perform and complete or comply with the
  other terms thereof.

**END OF SECTION** 

# NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut
County of <u>Hartford s</u> s.
On this the 23rd day of June , 2020, before me, Sabrina K. Morrett, the undersigned officer, personally appeared Joshua Sanford , known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Continental Casualty Company , and acknowledged that she executed the same as the act of his/her principal for the purposes therein contained.
In witness whereof I hereunto set my hand.
Signature of Notary Public
Date Commission Expires: March 31, 2025
Sabrina K. Morrett
Printed Name of Notary

SABRINA K. MORRETT NOTARY PUBLIC - CT 180892 My Commission Expires Mar. 31, 2025

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Donna M Planeta, Joshua Sanford, Aimee R Perondine, Aiza Anderson, Danielle D Johnson, Michelle Anne McMahon, Saykham Chanthasone, Rebecca M Stevenson, Bryan M Caneschi, Tanya Nguyen, Bethany Stevenson, Individually

of Hartford, CT, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 12th day of November, 2019.







Continental Casualty Company National Fire Insurance Company of Hartford American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 12th day of November, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr

#### **CERTIFICATE**







Continental Casualty Company National Fire Insurance Company of Hartford American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

# **Authorizing By-Laws and Resolutions**

#### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

#### ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

#### ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/18/2020

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

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

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: Certificates Team PHONE [A/C, No, Ext): 708-845-3917 [E-MAIL ADDRESS: constructioncerts@thehortongroup.com			
Onaria Farriz Go To	INSURER(S) AFFORDING COVERAGE	NAIC#		
	INSURER A: Berkley Assurance Company	39462		
INSURED CURRA-3	INSURER B : Arch Insurance Company	11150		
Curran Contracting Company 286 Memorial Court	INSURER C: The Travelers Property Casualty Insurance Company	25674		
Crystal Lake IL 60014	INSURER D : National Fire & Marine Insurance Company	20079		
•	INSURER E :			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 676269303 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR	TYPE OF INSURANCE	ADDL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
3	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRO- X LOC	Υ	Y	41PKG89536	10/1/2019	10/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 5,000,000 \$ 1,000,000 \$ 5,000 \$ 5,000,000 \$ 5,000,000 \$ 5,000,000 \$ 5,000,000
	AUTOMOBILE LIABILITY  X ANY AUTO ALL OWNED AUTOS  X HIRED AUTOS  X HIRED AUTOS  X AUTOS  X AUTOS  X AUTOS	Y	Υ	41PKG89536	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 5,000,000 \$ \$ \$ \$
	UMBRELLA LIAB         X         OCCUR           X         EXCESS LIAB         CLAIMS-MADE           DED         X         RETENTION \$ 25 000	Y	Υ	42-UMO-308949-01	10/1/2019	10/1/2020	EACH OCCURRENCE AGGREGATE	\$ 5,000,000 \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	41WCI89534 - AOS 44WCI89535 - CA KY MN MO OR & TX	10/1/2019 10/1/2019	10/1/2020 10/1/2020	X WC STATU- TORY LIMITS OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
	Leased & Rented Equipment Pollution/Professional			QT-660-0P879384-TIL-19 PCAB5009803	10/1/2019 10/1/2019	10/1/2020 10/1/2020	Limit Limit	500,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction. Additional insured on a primary non contributory basis with respect to general liability and auto liability only when required by written contract. Waiver of subrogation in favor of the additional insureds will apply to general liability, auto liability and workers compensation where permitted by law and only when required by written contract. Excess follows form.

RE: DeKalb Streets 2020, 06-20-0025

Additional Insureds:

The City of DeKalb, Fehr Graham, and all other agencies and representatives on-site under the direction of those entities

CERTIFICATE HOLDER	CANCELLATION			
City of DeKalb	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
200 South Fourth Street DeKalb, IL 60115	AUTHORIZED REPRESENTATIVE			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All parties where required by written contract	
nformation required to complete this Schedule, if not sho	wn above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf:

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

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All parties where required by written contract	
Information required to complete this Schedule, if not sh	own above, will be shown in the Declarations.

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

### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY CG 20 01 04 13

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Person Or Organization:	
All parties where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

### **Designated Construction Project(s):**

Applies to all construction projects of the insured unless otherwise excluded

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds:
    - b. Claims made or "suits" brought; or
    - Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Scheduled Railroad:		Designated Job Site:				
R	ailroads where required by written contract	Locations where required by written contract				

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

- 9. "Insured Contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

Under Covered Autos Liability Coverage, the Who is An Insured provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom Covered Autos Liability Coverage is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

**Endorsement Number:** 

Policy Number: 41PKG89536

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/01/2019

00 CA0115 00 10 13 Page 1 of 1

Policy Number: 41PKG89536

**COMMERCIAL AUTO** CA 04 49 11 16

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NONCONTRIBUTORY -OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- 1. Such "insured" is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
  - This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
  - 1. Such "insured" is a Named Insured under such other insurance; and
  - 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such

"insured".

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Named Insured:	
Endorsement Effective Date: 10/01/2019	

#### **SCHEDULE**

## Name(s) Of Person(s) Or Organization(s):

Any person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to the loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

(Ed. 4-84)

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

### Schedule

Any person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to the loss

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured	Effective Policy No. 41WCl89534	Endorsement No. Premium
Insurance Company: Arch Insurance Company	Countersigned by	

WC 00 03 13 (Ed. 4-84) THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# EXCLUSION - DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Description and Location of Operation(s):

ALL PROJECTS AND LOCATIONS WHERE THE INSURED IS PERFORMING WORK THAT IS SUBJECT TO A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM WHETHER PROVIDED BY THE OWNER, PRIME CONTRACTOR OR PROJECT MANAGER

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the

prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

(Ed. 4-84)

POLICY NUMBER: 41WCI89534

#### DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

The policy does not cover work conducted at or from

Any employee engaged in any work directly connected with operations

conducted at (or "in") any job site where the Named Insured is covered for

Workers' Compensation insurance under a separate Wrap-Up Insurance program.

Wording not applicable to Wisconsin, where coverage is limited to wrap-ups
reported by the Wisconsin Compensation Rating Bureau.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-01-19

Policy No. 41WCI89534

Endorsement No.

Insured CURRAN GROUP, INC.

Premium \$ INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By \_\_\_\_\_

DATE OF ISSUE: 10-01-19

WC 00 03 02 (Ed. 4-84)



March 06, 2020

Mr. Bill Nicklas City Manager City of DeKalb 200 South Fourth Street DeKalb, IL 60115

Re:

**DeKalb Streets 2020** 

Letter of Recommendation

Dear Mr. Nicklas,

In compliance with the Notice To Bidders for the above-referenced project, bid packages were available through QuestCDN.com and our office with bids due by 10:00 a.m., Wednesday, March 04, 2020. Ten companies held bid packages, three of which were identified as prime bidders and two complete bids were received for the opening at City Hall.

Our office has completed a review of the Base and Alternate Bids (No. 1 and No. 2) and the low total bid (base + alternates) was submitted by **Curran Contracting Company**, **286 Memorial Court**, **Crystal Lake**, **IL 60014** with the necessary forms included in their submittal. A summary of the bid results is as follows:

	ENGINEER'S ESTIMATE	Curran Contracting Company	William Charles Construction			
BASE BID	\$1,486,683.75	\$1,498,326.87	Company, LLC \$1,641,134.17			
ALTERNATE BID NO. 1	\$65,000.20	\$75,289.77	\$67,708.68			
ALTERNATE BID NO. 2	\$231,905.10	\$250,625.30	\$237,432.87			
TOTALS (BASE & ALTERNATES)	\$1,783,589.05	\$1,824,241.94	\$1,946,275.72			

Upon further review and consideration of the City's desire, Fehr Graham recommends award of the DeKalb Streets 2020 project Base Bid and Alternate Bid No. 1 to Curran Contracting Company for \$1,573,616.64.

Fehr Graham can proceed with preparing the contract documents should you decide to move forward with this work. Thank you for the opportunity to provide you with professional services. Should you need anything further, please contact our office anytime.

Sincerely.

Jason T. Stoll, PE Branch Manager

JTS:bm

**Enclosure** 

O:\DeKalb, City of\19-107 - DeKalb Streets 2019\PA Final\Correspondence\Correspondence - DeKalb Streets 2020\JTS 19-107 Ltr B. Nicklas DeKalb Sts 2020 Ltr of Rec.docx

# Bid Tabulation DEKALB STREETS 2020, City of DEKALB, Illinois

Project No. 19-107

CONTRACTOR AND ADDRESS:			ENGINEER'S	S ESTIMATE	Curran Contracting Company 286 Memorial Court		William Charles Construction Co., LLC 833 Featherstone Road		
					Crystal Lake, IL 60014		Rockford, IL 61107		
No.	Code	Description	Quantity Unit	Unit Cost	Total	Unit	Total	Unit	Total
		BASE BID							
1	20200100	Earth Excavation	91 CY	\$40.00	\$ 3,640.00	\$32.00 \$	2,912.00	\$31.71 \$	2,885.61
2	28000500	Inlet and Pipe Protection	71 EA	\$75.00	5,325.00	\$110.00 \$	7,810.00	\$110.00 \$	7,810.00
3	35101400	Aggregate Base Course, Type B	295 TN	\$15.00		\$26.00 \$	7,670.00	\$28.36 \$	8,366.20
4	35800200	Aggregate Base Repair	2350 SY	\$40.00		\$20.00 \$	47,000.00	\$3.13 \$	7,355.50
5	40600275	Bituminous Materials (Prime Coat)	3345 LB	\$0.25		\$0.01 \$	33.45	\$1.00 \$	3,345.00
6	40600290	Bituminous Materials (Tack Coat)	49530 LB	\$0.10	. ,	\$0.01 \$	495.30	\$0.87 \$	43,091.10
7	40600627	Leveling Binder (Machine Method), IL-9.5FG, N50	1389 TN	\$70.00		\$62.00 \$	86,118.00	\$79.41 \$	110,300.49
8	40602965	Hot-Mix Asphalt Binder Course, IL-19.0, N50	132 TN	\$70.00		\$62.00 \$	8,184.00	\$76.50 \$	10,098.00
9	40603085	Hot-Mix Asphalt Binder Course, IL-19.0, N70	1912 TN	\$70.00	,	\$62.00 \$	118,544.00	\$69.92 \$	133,687.04
10	40604050	Hot-Mix Asphalt Surface Course, IL-9.5, Mix "C", N50	2998 TN	\$70.00		\$62.00 \$	185,876.00	\$69.66 \$	208,840.68
11	40604052	Hot-Mix Asphalt Surface Course, IL-9.5, Mix "C", N70	3078 TN	\$70.00		\$62.00 \$	190,836.00	\$71.12 \$	218,907.36
12	42300300	Portland Cement Concrete Driveway, 7"	76 SY	\$75.00	. ,	\$90.00 \$	6,840.00	\$94.50 \$	7,182.00
13	42400200	Portland Cement Concrete Sidewalk, 5"	5928 SF	\$12.00		\$14.25 \$	84,474.00	\$9.15 \$	54,241.20
14	42400800	Detectable Warnings	962 SF	\$25.00		\$24.00 \$	23,088.00	\$60.00 \$	57,720.00
15	44000100	Pavement Removal	547 SY	\$4.00	,	\$12.00 \$	6,564.00	\$9.71 \$	5,311.37
16	44000200	Driveway Pavement Removal	91 SY	\$5.00		\$40.00 \$	3,640.00	\$34.58 \$	3,146.78
17	44000500	Combination Curb & Gutter Removal	1244 LF	\$2.50		\$15.00 \$	18,660.00	\$13.92 \$	17,316.48
18	44000600	Sidewalk Removal	6048 SF	\$1.00		\$5.00 \$	30,240.00	\$3.53 \$	21,349.44
19	44201329	Class C Patches, Type II, 8"	30 SY	\$110.00		\$105.00 \$	3,150.00	\$165.00 \$	4,950.00
20	44201696	Class D Patches, Type IV, 4"	299 SY	\$50.00		\$40.00 \$	11,960.00	\$51.94 \$	15,530.06
21	60255500	Manholes to be Adjusted	45 EA	\$700.00		\$975.00 \$	43,875.00	\$517.60 \$	23,292.00
22	60260100	Inlets to be Adjusted	16 EA	\$700.00		\$450.00 \$	7,200.00	\$913.39 \$	14,614.24
23	60266600	Valve Boxes to be Adjusted	1 EA	\$1,000.00		\$750.00 \$	750.00	\$699.44 \$	699.44
24	60603800	Combination Concrete Curb & Gutter TB 6.12	1567 LF	\$40.00	. ,	\$57.25 \$	89,710.75	\$45.60 \$	71,455.20
25	67100100	Mobilization	1 LS	\$6,000.00		\$80,000.00 \$	80,000.00	\$129,713.55 \$	129,713.55
26	78000100	Thermoplastic Pavement Markings - Letters and Symbols	977 SF	\$5.00		\$4.65 \$	4,543.05	\$4.65 \$	4,543.05
27	78000200	Thermoplastic Pavement Marking - Line 4"	19293 LF	\$1.00		\$0.54 \$	10,418.22	\$0.54 \$	10,418.22
28	78000400	Thermoplastic Pavement Marking - Line 6"	5349 LF	\$1.50		\$0.95 \$	5,081.55	\$0.95 \$	5,081.55
29	78000500	Thermoplastic Pavement Marking - Line 8"	1026 LF	\$2.00		\$1.25 \$	1,282.50	\$1.25 \$	1,282.50
30	78000600	Thermoplastic Pavement Marking - Line 12"	1320 LF	\$2.50		\$2.20 \$	2,904.00	\$2.20 \$	2,904.00
31	78000650	Thermoplastic Pavement Marking - Line 24"	1149 LF	\$5.00	. ,	\$4.50 \$	5,170.50	\$4.50 \$	5,170.50
32	88600100	Detector Loop, Type I	468 LF	\$50.00	. ,	\$19.50 \$	9,126.00	\$23.00 \$	10,764.00
33	X0000001	Grind Shape and Compact	951 SY	\$3.50		\$9.00 \$	8,559.00	\$4.18 \$	3,975.18
34	X4401198	Hot-Mix Asphalt Surface Removal, Variable Depth	61103 SY	\$3.50	. ,	\$2.60 \$	158,867.80	\$3.39 \$	207,139.17
35	X6025600	Manholes to be Adjusted, (Special)	50 EA	\$1,500.00		\$1,700.00 \$	85,000.00	\$1,904.78 \$	95,239.00
36	X6026051	Sanitary Manholes to be Reconstructed	11 EA	\$2,500.00		\$5,750.00 \$	63,250.00	\$3,194.01 \$	35,134.11
37	X7010216	Traffic Control & Protection, (Special)	1 LS	\$10,000.00	. ,	\$10,000.00 \$	10,000.00	\$12,500.00 \$	12,500.00
38	Z0048665	Railroad Protective Liability Insurance	1 LS	\$5,000.00		\$10,000.00 \$	10,000.00	\$2,550.00 \$	2,550.00
39	Z0004005	Fiber Asphalt	5857 LB	\$10.00	. ,	\$8.75 \$	51,248.75	\$9.70 \$	56,812.90
40	Z0004510	Hot-Mix Asphalt Driveway Pavement, 3"	115 SY	\$40.00	· ·	\$63.00 \$	7,245.00	\$55.75 \$	6,411.25
		Į.	TOTAL BASE BID	\$1,486,	683.75	\$1,498,32	26.87	\$1,641,13	34.17

# Bid Tabulation DEKALB STREETS 2020, City of DEKALB, Illinois

Project No. 19-107

								Curran Contra	cting Company	William Charles Co	nstruction Co., LLC
CONTRACTOR AND ADDRESS:			ENGINEER'S ESTIMATE		286 Memorial Court		B33 Featherstone Road				
							Crystal Lake, IL 60014		Rockford, IL 61107		
									,	, mexicia	11201107
No.	Code	Description	Quantity	Unit	Unit Cost	1	Total	Unit	Total	Unit	Total
		ALTERNATE BID NO. 1									
1	28000500	Inlet and Pipe Protection		EA	\$75.00	\$	600.00	\$110.00	\$ 880.00	\$110.00	\$ 880.00
2	35800200	Aggregate Base Repair	177	SY	\$40.00	\$	7,080.00	\$20.00	\$ 3,540.00	\$3.13	\$ 554.01
3	40600290	Bituminous Materials (Tack Coat)	3177		\$0.10	\$	317.70	\$0.01	\$ 31.77	\$0.87	\$ 2,763.99
4	40600627	Leveling Binder (Machine Method), IL-9.5FG, N50	152	TN	\$70.00	\$	10,640.00	\$85.00	\$ 12,920.00	\$87.00	\$ 13,224.00
5	40604050	Hot-Mix Asphalt Surface Course, IL-9.5, Mix "C", N50	304	TN	\$70,00	\$	21,280.00	\$85.00	\$ 25,840.00	\$80.76	\$ 24,551.04
6	60255500	Manholes to be Adjusted	6	EA	\$700.00	\$	4,200.00	\$975.00	\$ 5,850.00	\$537.94	3,227.64
7	78000400	Thermoplastic Pavement Marking - Line 6"	.235		\$1.50	\$	352.50	\$10.00	\$ 2,350.00	\$10.00	2,350.00
8	78000650	Thermoplastic Pavement Marking - Line 24"	27	LF	\$5.00	\$	135.00	\$20.00	\$ 540.00	\$20.00	\$ 540.00
9	X4401198	Hot-Mix Asphalt Surface Removal, Variable Depth	3530	SY	\$3.50	\$	12,355.00	\$2.60	\$ 9,178.00	\$2.83	9,989.90
10	X6026051	Sanitary Manholes to be Reconstructed	2	EA	\$2,500.00	\$	5,000.00	\$5,750.00	\$ 11,500.00	\$3,339.65	6,679.30
11	Z0004005	Fiber Asphalt	304	LB	\$10.00	\$	3,040.00	\$8.75	\$ 2,660.00	\$9.70	2,948.80
		TOTAL	ALTERNATE	BID NO. 1	\$65,0	000.20		\$75,2	89.77	\$67,7	08.68
		ALTERNATE BID NO. 2									
1	28000500	Inlet and Pipe Protection	21	EA	\$75.00	\$	1,575.00	\$110.00	\$ 2,310.00	\$110.00	2,310.00
2	35800200	Aggregate Base Repair	556	SY	\$40.00	\$	22,240.00	\$20.00		\$3.13	. ,
3	40600290	Bituminous Materials (Tack Coat)	10011	LB	\$0.10	Ś	1,001.10	\$0.01		\$0.87	
4	40600627	Leveling Binder (Machine Method), IL-9.5FG, N50	480		\$70.00		33,600.00	\$78.00		\$88.50	
5	40604050	Hot-Mix Asphalt Surface Course, IL-9.5, Mix "C", N50	959		\$70.00		67,130.00	\$78.00		\$81.35	
6	42400200	Portland Cement Concrete Sidewalk, 5"	1055		\$12.00		12,660.00	\$14.25		\$9.15	
7	42400800	Detectable Warnings	134		\$25.00		3,350.00	\$24.00		\$60.00	•
8	44000500	Combination Curb & Gutter Removal	154		\$2.50		385.00	\$15.00		\$13.08	•
9	44000600	Sidewalk Removal	1055		\$1.00	•	1,055.00	\$5.00			
10	60255500	Manholes to be Adjusted		EA	\$700.00		8,400.00	\$975.00		\$2.61 \$537.94	
11	60260100	Inlets to be Adjusted		EA	\$700.00		700.00	\$450.00			
12	60603800	Combination Concrete Curb & Gutter TB 6.12	154		\$40.00		6,160.00	\$450.00		\$913.39 \$45.60	
13	78000100	Thermoplastic Pavement Markings - Letters and Symbols		SF	\$5.00	-	450.00	\$37.23 \$4.65			•
	78000100		3988			•				\$4.65	
14		Thermoplastic Pavement Marking - Line 4"			\$1.00		3,988.00	\$0.58	-	\$0.58	
15	78000400	Thermoplastic Pavement Marking - Line 6"	905		\$1.50		1,357.50	\$1.10		\$1.10	
16	78000500	Thermoplastic Pavement Marking - Line 8"		LF	\$2.00		132.00	\$1.20		\$1.20	
17	78000600	Thermoplastic Pavement Marking - Line 12"	155		\$2.50		387.50	\$2.25		\$2.25	
18	~78000650	Thermoplastic Pavement Marking - Line 24"	362		\$5.00		1,810.00	\$4.65		\$4.65	•
19	X4401198	Hot-Mix Asphalt Surface Removal, Variable Depth	11124		\$3.50	•	38,934.00	\$2.60		\$2.31	. ,
20	X6025600	Manholes to be Adjusted, (Special)		EA	\$1,000.00		7,000.00	\$1,700.00		\$1,926.65	
21	X6026051	Sanitary Manholes to be Reconstructed		EA	\$2,500.00		10,000.00	\$5,750.00		\$3,250.65	
22	Z0004005	Fiber Asphalt	959		\$10.00		9,590.00	\$8.75		\$9.70	
		TOTAL	ALTERNATE	BID NO. 2	\$231,	905.10	'	\$250,	625.30	\$237,4	132.87
Adden	dum No. 1 & I	No. 2 (Yes / No)			1.8	& 2					
Bid Se						5%					
		TOTAL BASE TOTAL	E BID (As Cal L BASE BID (		\$1,783 \$1,783				,241.94 ,241.94	\$1,946, \$1,946,	

