

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



Doc#: 0814010249 Fee: \$184.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 05/19/2008 04:25 PM Pg: 1 of 75

This space reserved for Recorder's use only.

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, COUNTY DIVISION**

**IN THE MATTER OF THE VILLAGE OF)
BROOKFIELD, COOK COUNTY, ILLINOIS,)
SPECIAL ASSESSMENT FOR ALLEY)
IMPROVEMENTS OF THE 9200 BLOCK)
BETWEEN BROADWAY AND)
WASHINGTON AVENUES)**

**VILLAGE OF BROOKFIELD
2008 COSA
SPECIAL ASSESSMENT NO. 355**

FILED
MAY 16 PM 4:00
COOK COUNTY CLERK'S OFFICE
COUNTY DIVISION

PETITION TO LEVY SPECIAL ASSESSMENT

Petitioner, THE VILLAGE OF BROOKFIELD, in Cook County, Illinois, respectfully states that on the 28th day of April 2008, the President and Board of Trustees of the Village of Brookfield duly enacted Ordinance Number 2008-35 providing that a local improvement be made consisting of the improving of the alley of the 9200 block between Broadway and Washington Avenues, as more fully described in the attached Ordinance marked as Exhibit "A," which is made a part hereof, the nature, character, locality and description of such improvement being fully set forth in the Ordinance.

MAY 16 2008
COOK COUNTY CLERK'S OFFICE
COUNTY DIVISION

UNOFFICIAL COPY

The Ordinance was duly passed upon recommendation by the Board of Local Improvements as required by law; and all hearings, notices and other proceedings required by law, and all hearings, notices and other proceedings required by law to be had, made, taken or given in connection with such assessment have been properly performed, had, make, taken and given. A copy of the recommendation of the Board of Local Improvements that said improvement be made, together with an estimate of the cost of such improvement, are attached hereto marked as Exhibit "B" and "C," respectively, and made a part hereof.

WHEREFORE, the Village of Brookfield prays that steps be taken to levy a special assessment for said improvement in accordance with the provisions of the Ordinance, in the manner prescribed by law.

VILLAGE OF BROOKFIELD

By: Michael J. Carvey
Michael J. Carvey, Village President

Richard J. Ramello
STORINO, RAMELLO & DURKIN
Eighth Floor
9501 West Devon Avenue
Rosemont, Illinois 60018
847-318-9500
Attorney No. 16203

114456-1

UNOFFICIAL COPY

ORDINANCE NO. 2008 - 35

**ORDINANCE PROVIDING FOR THE IMPROVEMENTS OF
THE ALLEY BETWEEN THE
9200 BLOCKS OF BROADWAY AVENUE AND WASHINGTON AVENUE
SPECIAL ASSESSMENT NO. 355**

Property of Cook County Clerk's Office

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 28TH DAY OF APRIL 2008**

Published in pamphlet form
by authority of the corporate
authorities of the Village of
Brookfield, Illinois, the
29th day of April 2008.

UNOFFICIAL COPY

ORDINANCE NO. 2008 - 35

ORDINANCE PROVIDING FOR THE IMPROVEMENTS OF THE ALLEY BETWEEN THE 9200 BLOCKS OF BROADWAY AVENUE AND WASHINGTON AVENUE SPECIAL ASSESSMENT NO. 355

WHEREAS, a resolution was adopted by the Board of Local Improvements of the Village of Brookfield, Illinois (the "Board of Local Improvements") on April 14, 2008, proposing the construction of a local improvement consisting of:

the construction of an alley consisting of Portland cement concrete pavement, fourteen feet (14') in width, eight inches (8") in thickness, installed upon six inches (6") of crushed stone together with the installation of storm water drainage facilities, replacement of garage aprons to meet the new alley pavement, miscellaneous grading and landscaping along the edges of the new pavement and other necessary related work

on and along:

the public alley located in the 9200 block between Broadway Avenue and Washington Avenue and legally described as, "THE PUBLIC ALLEY LOCATED IN BLOCK 2 OF PORTIA MANOR, BEING FREDERICK H. BARTLETT'S SUBDIVISION OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS"

setting a public hearing thereon and directing that notice of the public hearing be sent as provided by law, and

WHEREAS, notice of the time and place public hearing was sent by mail directed to the person who paid the general taxes for the last preceding year on each lot, block, tract, or parcel of land fronting on the proposed Local Improvement, and

WHEREAS, a public hearing was held by the Board of Local Improvements on the 28th day of April 2008 on the question of the necessity of the construction of the Local Improvement. All persons interested in the Local Improvement who desired to be

UNOFFICIAL COPY

heard were heard, and no sufficient reason or objection was given or made to the proposed Local Improvement.

WHEREAS, the Board of Local Improvements has recommended that the village proceed with the Local Improvement and has forwarded this Ordinance for consideration.

BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: Having reviewed the recommendation of the Board of Local Improvements, attached hereto, marked as Exhibit "A" and incorporated herein by reference, a majority of the corporate authorities of the Village of Brookfield, Illinois, concur with the Board of Local Improvements' recommendation that the Local Improvement be constructed in the Village of Brookfield. The construction of the proposed Local Improvement does not require the taking of property.

Section 3: The Local Improvement shall consist of the construction of the construction of an alley consisting of Portland cement concrete pavement, fourteen feet (14') in width, eight inches (8") in thickness, installed upon six inches (6") of crushed stone together with the installation of storm water drainage facilities, replacement of garage aprons to meet the new alley pavement, miscellaneous grading and landscaping along the edges of the new pavement and other necessary related work, all as set forth

UNOFFICIAL COPY

in the estimate of cost attached hereto, marked as Exhibit "B" and incorporated herein by reference.

Village datum for the purpose of the Local Improvement is fixed and established as the official datum of the United States Geological Survey.

All materials of every kind and character to be used in the construction of the Local Improvement shall be first class quality, suitable for the purpose for which they are used, and subject to the inspection and approval of the Board of Local Improvements.

All work shall be constructed in a workmanlike manner under the superintendence of the Board of Local Improvements.

All construction methods and materials used in construction of the improvements herein provided for shall conform with the requirements of the Standard Specifications for Road and Bridge Construction" adopted January 1, 2007, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007, and revised January 1, 2008, those Supplemental Specifications indicated on the Check Sheet included in the specifications, those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions adopted January 1, 2008, indicated on the Check Sheet included in the specifications, and the latest edition of the "Manual on Uniform Traffic Control Devices (2003)," all issued by the State of Illinois, Department of Transportation and the "Standard Specifications for Water & Sewer Main Construction in Illinois," Fifth Edition, May 1996 issued by the Illinois Society of Professional Engineers, the Consulting Engineers Council of Illinois, the Illinois Chapter of the American Public Works Association, the Illinois Municipal

UNOFFICIAL COPY

League and the Associated General Contractors of Illinois, as supplemented and modified by the specifications prepared by Derek Treichel, P.E. of Edwin Hancock Engineering Company all of which are on file with the Village Clerk of the Village of Brookfield.

The quantities and types of materials to be used are as set forth in the estimate of cost attached hereto and incorporated herein by reference.

Section 4. The recommendation of the Board of Local Improvements, the estimate of cost of the Local Improvement and the plans and specifications, hereto attached as Exhibit "C" and incorporated herein by reference be and the same hereby are approved.

Section 5: The Local Improvement shall be made and the cost thereof which is estimated to be \$122,830.00 shall be paid for by special assessment in accordance with Article 9, Division 2 of the Illinois Municipal Code (65 ILCS 5/5-1-1 *et seq.*); an amount not exceeding \$7,370.00 is hereby provided for to apply towards the payment of all lawful costs and expenses incurred in making, levying and collecting the assessment for said improvement, but not including attorney's fees.

Section 6: The aggregate amount herein ordered to be assessed and each individual assessment shall be divided into ten (10) installments which shall bear interest at the rate of six percent (6%) per annum until paid all in the manner and in accordance with the provisions of the aforesaid Article 9, Division 2 of the Illinois Municipal Code (65 ILCS 5/5-1-1 *et seq.*).

UNOFFICIAL COPY

Section 7: For the purpose of anticipating the collection of the second and succeeding installments of said assessment for said improvement, bonds shall be payable out of said installments, bearing interest at the rate of six percent (6%) per annum, payable annually, and signed by the President of the Village and attested by the Village Clerk, under the corporate seal of the Village. The bonds shall be issued in accordance with and shall in all respects conform to the provisions of Article 9, Division 2 of the Illinois Municipal Code, as amended.

Section 8: Michael J. Garvey, Village President of the Board of Trustees of the Village of Brookfield, is designated as the person to execute and cause to be filed a petition in the Circuit Court of Cook County, Illinois, as provided by law in the name of the Village of Brookfield, praying that steps may be taken to ascertain the just compensation to be made for private property taken or damaged to be acquired for the said improvement and to ascertain what property will be benefitted by said improvement and the amount of such benefit and also that steps be taken to levy a special assessment for said improvement in accordance with the provisions of this ordinance and in the manner prescribed by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

UNOFFICIAL COPY

Section 9: This ordinance having been published in accordance with law, shall be in full force and effect from and after its passage and approval.

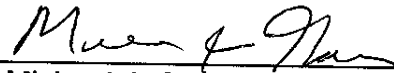
ADOPTED this 28th day of April 2008.

AYES: Trustees Ketchmark, Edwards, Hall, Towner, LeClere and Prause

NAYS: None

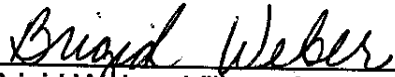
ABSENT: None

APPROVED: This 28th day of April 2008.



Michael J. Garvey, Village President

ATTEST:



Brigid Weber, Village Clerk

PUBLISHED: This 29th day of April 2008

UNOFFICIAL COPY

RECOMMENDATION TO IMPROVE THE ALLEY BETWEEN THE 9200 BLOCKS OF BROADWAY AVENUE AND WASHINGTON AVENUE SPECIAL ASSESSMENT NO. 355

TO: Board of Trustees of the Village of Brookfield
Cook County, Illinois

The Board of Local Improvements heretofore appointed and now serving in that capacity herewith recommend the improvement of the public alley located between the 9200 blocks of Broadway and Washington Avenues and described as "The public alley located in the 9200 block between Broadway Avenue and Washington Avenue and legally described as:

"THE PUBLIC ALLEY LOCATED IN BLOCK 2 OF PORTIA MANOR, BEING FREDERICK H. BARTLETT'S SUBDIVISION OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS."


as described in the accompanying proposed ordinance which is hereby submitted for consideration.

We submit herewith an estimate of cost thereof by the Engineer of the Board of Local Improvements.


We recommend the passage of the proposed ordinance and the making of the Local Improvement, the costs thereof to be paid for by special assessment.

DATED this 28th day of April 2008.

VILLAGE OF BROOKFIELD, ILLINOIS
BOARD OF LOCAL IMPROVEMENTS




Michael J. Garvey, President



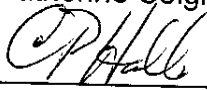
Kit P. Ketchmark, Secretary



Michael E. Towner



Catherine Colgrass-Edwards



C. P. Hall

UNOFFICIAL COPY

ESTIMATE OF COSTS FOR SPECIAL ASSESSMENT NO. 355

To the Board of Local Improvements
Village of Brookfield
Cook County, Illinois

Members of the Board of Local Improvements:

I hereby submit an estimate of the costs for the construction of a Portland cement concrete pavement, together with storm water drainage facilities and other related work, in the public alley in the 9200 block between Madison and Washington Avenues and legally described as the public alley located in Block 2 of Portia Manor, being Frederick H. Bartlett's subdivision of Section 34, Township 59 North, Range 12 East, of the Third Principal Meridian, in Cook County, Illinois.

The Estimate includes the costs for furnishing all labor, materials, and equipment necessary for the excavation of the alley right-of-way, installation of storm water drainage facilities, construction of a Portland cement concrete pavement within the alley right-of-way, replacement of existing garage aprons, restoration of disturbed landscaped areas adjacent to the alley right-of-way, and other related work as required for the construction of the local improvement; the cost for design and construction engineering; the cost for making, levying, and collecting the assessment; and all other costs attending same, as provided by Law.


The said Estimate of Costs is as follows:

<u>Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Amount</u>
145	SqFt	Sidewalk Removal	\$ 1.00	\$ 145.00
40	SqYd	Garage Apron Removal	15.00	600.00
125	SqYd	Hot-Mix Asphalt Surface Removal	10.00	1,250.00
475	CuYd	Earth Excavation	30.00	14,250.00
283	Foot	8" Dia., PVC Storm Sewer Pipe	50.00	14,150.00
1	Each	Restricted Depth C.B., 4' Dia., Type 1 Frame, Open Lid	2,500.00	2,500.00
1	Each	Connection to Existing Structure	500.00	500.00
125	CuYd	Trench Backfill	30.00	3,750.00
500	SqFt	Portland Cement Concrete Sidewalk, 5"	5.00	2,500.00
175	SqYd	Portland Cement Concrete Garage Apron, 7"	43.00	7,525.00
790	SqYd	Portland Cement Concrete Alley Pavement, 8"	45.00	35,550.00
1,030	SqYd	Protective Coat	1.00	1,030.00
35	Ton	Hot-Mix Asphalt Surface Course, Mix D	150.00	5,250.00
40	SqYd	Topsoil and Sod Restoration	8.00	320.00
250	SqYd	Landscaping Stone Restoration	8.00	2,000.00
		Subtotal		\$ 91,320.00

UNOFFICIAL COPY


		Subtotal, Brought Forward	\$ 91,320.00
36	InDia	Tree Removal	40.00 1,440.00
790	SqYd	Geotechnical Fabric for Ground Stabilization	2.00 <u>1,580.00</u>
		Total Estimated Construction Cost	\$ 94,340.00
		Design and Construction Engineering	<u>15,620.00</u>
		Deficiency in Interest (5%)	<u>\$ 109,960.00</u>
		Cost of making, levying, and collecting the Assessment as provided by Law, not to exceed Six Percent (6%) of the Total Assesment	<u>5,500.00</u>
		TOTAL ESTIMATE OF COSTS	<u>\$ 115,460.00</u>
		TOTAL ESTIMATE OF COSTS	\$ 122,830.00

Respectfully submitted,



 Engineer for the Board of Local Improvements
 Village of Brookfield, Cook County, Illinois

I hereby certify, in my opinion, the above Estimate does not exceed the probable cost of the proposed Improvement and the lawful expenses attending the same.



 Engineer for the Board of Local Improvements
 Village of Brookfield, Cook County, Illinois

Dated this 21st day of April, 2008.

UNOFFICIAL COPY



Property of Cook County Clerk's Office

SPECIFICATIONS

FOR THE

**ALLEY PAVING PROJECT
9200 BLOCK BETWEEN
MADISON AVENUE AND WASHINGTON AVENUE**

SPECIAL ASSESSMENT NO. 355

Edwin Hancock Engineering Co.
9933 Roosevelt Road, Westchester, IL 60154
708-865-0300; 708-865-1212 FAX

UNOFFICIAL COPY

TABLE OF CONTENTS

<u>SECTION</u>	<u>ITEM</u>	<u>NUMBER OF PAGES</u>
I	Project Description	1 Page
II	Standard Specifications	1 Page
III	Supplemental Specifications	26 Pages
IV	Special Provisions for General Items	13 Pages
V	Special Provisions for Contract Pay Items	8 Pages

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SECTION I

PROJECT DESCRIPTION

This project consists of the construction of a concrete alley pavement to serve the properties located in the 9200 block between Madison Avenue and Washington Avenues in the Village of Brookfield. The scope of work includes the excavation of the existing crushed stone alley, installation of drainage structures and storm sewers, construction of an eight inch (8") thick, fourteen feet (14') wide concrete alley pavement, replacement of concrete garage aprons, and other related work necessary to complete the improvements.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SECTION II

STANDARD SPECIFICATIONS

The applicable Standard Specifications, as listed below, shall apply to all work performed under this Contract unless revised by the Supplemental Specifications and the Special Provisions for Contract Pay Items that are also included as part of the Specifications for this project.

1. The "Standard Specifications for Road and Bridge Construction" prepared by the State of Illinois Department of Transportation and adopted by said Department on January 1, 2007, including all applicable supplemental specifications and revisions.

Copies of this document are on file with the Engineer and may be obtained from the following agency:

Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764

2. The "Standard Specifications for Water and Sewer Main Construction in Illinois", Fifth Edition, dated May 1996, and all revisions thereto **excluding Sections 1 – 9**.

Copies of this document are on file with the Engineer and may be obtained from the following agency:

Illinois Society of Professional Engineers
1304 S. Lowell Avenue
Springfield, Illinois 62704

3. "The Manual of Procedures for the Administration of the Sewer Permit Ordinance" of the Metropolitan Water Reclamation District of Greater Chicago, adopted September 3, 1970, and all revisions thereto.

Copies of this manual are on file with the Engineer and may be obtained from the following agency:

Metropolitan Water Reclamation District of Greater Chicago
111 East Erie Street
Chicago, Illinois 60611

UNOFFICIAL COPY

SECTION III

SUPPLEMENTAL SPECIFICATIONS

The following special provisions supplement the STANDARD SPECIFICATIONS. In case of conflict with any part, or parts, of said STANDARD SPECIFICATIONS, the SUPPLEMENTAL SPECIFICATIONS shall take precedence and shall govern.

SECTION 1.01 DEFINITION OF TERMS

101.14 Department. Delete Article 101.14 of the Standard Specifications for Road and Bridge Construction and substitute the following:

101.14 Department. The Village of Brookfield, by and through its President and Board of Trustees.

101.16 Engineer. Delete Article 101.16 of the Standard Specifications for Road and Bridge Construction and substitute the following:

101.16 Engineer. Derek Treichel, P.E. of Edwin Hancock Engineering Company.

101.44 State. Delete Article 101.44 of the Standard Specifications for Road and Bridge Construction and substitute the following:

101.44 State. The Village of Brookfield, by and through its President and Board of Trustees.

SECTION 102. ADVERTISEMENT, BIDDING, AWARD AND CONTRACT EXECUTION

102.01 Procedures to be in Accordance with Rules. Delete Article 102.01 of the Standard Specifications for Road and Bridge Construction and substitute the following:

102.01 Procedures to be in Accordance with the Instructions for Bidders. The procedures for the advertisement, bidding, award and contract execution shall be in accordance with the Instructions for Bidders contained in the bid proposal booklet. The Invitation for Bids contains additional requirements. Bidders and the Contractor shall comply with the all procedures published in the Instructions for Bidders and the Invitation for Bids.

SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.01 Laws to be Observed. Add the following to Article 107.01:

UNOFFICIAL COPY

107.01.01 Sexual Harassment Policy. The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

107.01.02 Eligibility for Employment in the United States. The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

107.01.03 Civil Rights. The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

107.01.04 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

107.01.05 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Contractor from the Department in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the Department, unless so required by court order.

107.26 Indemnification. Delete the first paragraph of Article 107.26 of the Standard Specifications for Road and Bridge Construction and substitute the following:

107.26 Indemnification. To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor hereby agrees to defend, indemnify and hold harmless the Department, its officials, agents, employees and volunteers; and the Engineer, its agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Department, its officials, agents, employees and volunteers; and the Engineer, its agents and employees, due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the Department, its officials, agents, employees and volunteers; and the Engineer, its agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Department, its officials, agents, employees and volunteers; and the Engineer, its agents and employees, for their own negligent acts or omissions.

107.27 Insurance. Add the following to Article 107.27:

UNOFFICIAL COPY

107.27.1 Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.
- B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

107.27.2 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the Department. At the option of the Department, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Department, its officials, agents, employees and volunteers; and Engineer, its agents and employees, or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

107.27.3 Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

107.27.3.1 General Liability and Automobile Liability Coverages.

- A. The Department, its officials, agents, employees and volunteers; and the Engineer, its agents and employees, are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Department, its officials, agents, employees and volunteers; and the Engineer, its agents and employees.
- B. The Contractor's insurance coverage shall be primary as respects the member, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

UNOFFICIAL COPY

- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Department, its officials, agents, employees and volunteers; and the Engineer, its agents and employees.
- D. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Department, its officials, agents, employees and volunteers; and the Engineer, its agents and employees, as additional insureds.
- F. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

107.27.3.2 Workers' Compensation and Employers' Liability Coverage.

- A. The insurer shall agree to waive all rights of subrogation against the Department, its officials, agents, employees and volunteers for losses arising from work performed by Contractor.

107.27.4 Verification of Coverage.

The Contractor shall furnish the Department and Engineer with certificates of insurance naming the Department, its officials, agents, employees and volunteers; and the Engineer, its agents and employees, as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Department and are to be received and approved by the member before any work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The Department reserves the right to request full certified copies of the insurance policies and endorsements.

107.27.5 Subcontractors.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

UNOFFICIAL COPY

107.27.6 Assumption of Liability.

The Contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

CG 20 10 03 97

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULE PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Ins. 1995

UNOFFICIAL COPY

EXHIBIT B

CG 20 26 11 85

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Ins. 1984

UNOFFICIAL COPY**EXHIBIT C****POLICY NUMBER:****COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04****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**SCHEDULE**

Name of Additional Insured Person(s) Or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

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

UNOFFICIAL COPY

EXHIBIT D

(EXAMPLE)

ACORD TM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) Completed																		
PRODUCER Fully Completed		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																		
INSURED Fully Completed																				
		INSURERS AFFORDING COVERAGE																		
		INSURER A: Name of Insurance Company																		
		INSURER B: Name of Insurance Company																		
		INSURER C: Name of Insurance Company																		
		INSURER D: Name of Insurance Company																		
		INSURER E: Name of Insurance Company																		
COVERAGES																				
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																				
INSR LTR	ADD'L INSR D	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS														
A	X	GENERAL LIABILITY CG001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OCCUR <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> OWNERS & CONT PROT (IF REQUIRED) <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea. Occur.)</td><td style="text-align: right;">\$ 50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMP/OP AGG	\$ 1,000,000		
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000																			
MED EXP (Any one person)	\$ 5,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS-COMP/OP AGG	\$ 1,000,000																			
A		AUTOMOBILE LIABILITY CA001 <input checked="" type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Policy Number	Policy Start Date	Policy End Date	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr><td>COMBINED SINGLE LIMIT (Ea. Accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (PER PERSON)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (PER ACCIDENT)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (PER ACCIDENT)</td><td style="text-align: right;">\$</td></tr> <tr><td>AUTO ONLY-EA ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>OTHER THAN EA ACC</td><td style="text-align: right;">\$</td></tr> <tr><td>AUTO ONLY: AGG</td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000	BODILY INJURY (PER PERSON)	\$	BODILY INJURY (PER ACCIDENT)	\$	PROPERTY DAMAGE (PER ACCIDENT)	\$	AUTO ONLY-EA ACCIDENT	\$	OTHER THAN EA ACC	\$	AUTO ONLY: AGG	\$
COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000																			
BODILY INJURY (PER PERSON)	\$																			
BODILY INJURY (PER ACCIDENT)	\$																			
PROPERTY DAMAGE (PER ACCIDENT)	\$																			
AUTO ONLY-EA ACCIDENT	\$																			
OTHER THAN EA ACC	\$																			
AUTO ONLY: AGG	\$																			
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr><td>AUTO ONLY-EA ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>OTHER THAN EA ACC</td><td style="text-align: right;">\$</td></tr> <tr><td>AUTO ONLY: AGG</td><td style="text-align: right;">\$</td></tr> </table>	AUTO ONLY-EA ACCIDENT	\$	OTHER THAN EA ACC	\$	AUTO ONLY: AGG	\$								
AUTO ONLY-EA ACCIDENT	\$																			
OTHER THAN EA ACC	\$																			
AUTO ONLY: AGG	\$																			
B	X	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ per request</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ per request</td></tr> </table>	EACH OCCURRENCE	\$ per request	AGGREGATE	\$ per request										
EACH OCCURRENCE	\$ per request																			
AGGREGATE	\$ per request																			

UNOFFICIAL COPY

C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER
					TORY LIMITS
					E. L. EACH ACCIDENT
	OTHER Professional Liability (if requested)	Policy Number	Policy Start Date	Policy End Date	E. L. DISEASE-EA EMPLOYEE
				E. L. DISEASE-POLICY LIMIT	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.					
CERTIFICATE HOLDER			CANCELLATION		
Additional Insured: Village of Brookfield, its officials, employees, agents and volunteers; and Edwin Hancock Engineering Co., its agents and employees.			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.		
			SIGNATURE OF AUTHORIZED AGENT		

ACORD 25 (2001/08)
CORPORATION 1988

© ACORD

UNOFFICIAL COPY

EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Name of Insured:

Policy Number:

Policy Period:

Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

Original Created – 1/2002

Revised – 1/2005

UNOFFICIAL COPY

SECTION 108. PROSECUTION AND PROGRESS

108.06 Labor, Methods, and Equipment. Add the following to Article 108.06:

108.06.1 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Engineer's written consent given after prior written notice. Regular working hours shall be a consecutive eight hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M.

108.06.2 Steel Procurement. The steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the director of the Department certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Department's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements, or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

108.06.3 Wages of Employees on Public Works. All wages paid by the Contractor and each subcontractor shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the public body shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that:

UNOFFICIAL COPY

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

Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

INSTRUCTIONS FOR CERTIFIED PAYROLL FORM

PLEASE NOTE: THE SUBMISSION OF FALSIFIED PAYROLL RECORDS IS A CRIMINAL OFFENSE.

1. For all public works projects, Payroll Certifications and Accompanying Affidavit must be filed with the Village of Brookfield on a monthly basis under the Illinois Prevailing Wage Act (820 ILCS 130/5).
2. The information must be provided for **each payroll period**. Please note the starting and ending dates of each payroll period in the space provided.
3. If you are a contractor or subcontractor working for the Village of Brookfield on more than one project, please fill out a form for each project.
4. For each project you worked on for the Village of Brookfield, you must identify the names of employees that worked on the project and their classifications. You must record the number of hours they worked each day of the pay period, along with the total hourly wages paid during that pay period, including the hourly fringe benefits paid.
5. Please note that pertinent information is required on the second sheet. The Subcontractor information, if applicable, is very important; however, it is **ABSOLUTELY IMPERATIVE** that the **AFFIDAVIT** information be completed in its **ENTIRETY** including **SIGNATURE**. If additional forms are needed and copies are made, please be sure to also duplicate the second sheet. A second sheet **MUST** accompany every certified transcript of payroll form showing that you are swearing that the information on each sheet is accurate.
6. Fringe Benefits **MUST** be paid if required for the work classification, regardless of your union or non-union status.
7. If a fringe benefit is paid into a fund, place the letter "F" behind the rate; if the benefit is included on the employee's payroll check, place the letter "E" behind the rate; credit will be given for health insurance paid, payments made into an ERISA approved pension plan, required vacation and/or training (registration in a BAT-approved program).
8. The items requested under the heading, "Contract Information," help to correctly identify the project. If a Contract or Project Number is not known, please do your best to secure the information. The information requested for "Project" and "Project Location" should **always** be completed.
9. You are invited to visit Illinois Department of Labor's web site at www.state.il.us/agency/idol for more detailed information regarding application of the Prevailing Wage Act.

UNOFFICIAL COPY

AFFIDAVIT

SUBCONTRACTORS

Monthly Statement of Compliance

Attach explanation of monies paid, copy of contract or billing, or other pertinent information.

Date: _____

I, _____ (name signatory party), _____ (title),

do hereby state that I pay or supervise the payment of the persons employed on the public works project

_____ (name of project); that during the payroll period commencing on the _____ day of _____, _____ (year), and ending on the _____ day of _____, _____ (year),

all persons employed on said project have been paid the full wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (name of contractor or subcontractor) from the full wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any persons, other than permissible deductions as defined by Federal and/or State law. I further certify that this payroll is correct and complete; that the wage rates contained therein are not less than the actual rates herein stated and that the classification set forth for each laborers or mechanic conform to the work he/she performed.

Signature: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

UNOFFICIAL COPY

SECTION 109. MEASUREMENT AND PAYMENT

109.02 Scope of Payment. Add the following to Article 109.02:

109.02.1 Taxes. The Village of Brookfield is a unit of local government and is exempt from the payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Contractor for the payment of these taxes.

109.07 Partial Payments and Retainage. Add the following to Article 109.07:

109.07.1 Partial Payments. The Contractor shall supply and each Engineer's estimate shall be accompanied by the following, all in form and substance satisfactory to the Department:

(A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;

(B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Engineer's estimate from each and every Subcontractor and suppliers of material or labor to release the Department of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Department without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Department of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Contractor shall indemnify and save the Department harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;

(C) sworn statements or lien waivers supporting the Engineer's estimates submitted late by the Contractor to the Engineer will result in the Engineer's estimate not being processed until the following month.

UNOFFICIAL COPY

109.09 Contract Claims. Revise the second sentence of subparagraph (a) of Article 109.09 of the Standard Specifications for Road and Bridge Construction to read:

"All claims shall be submitted to the Engineer."

Revise subparagraph (e) of Article 109.09 of the Standard Specifications for Road and Bridge Construction to read:

"Procedure. All Claims shall be submitted to the Engineer. The Engineer shall consider all information submitted with the claim. Claims not conforming to this Article will be returned without consideration. The Engineer may schedule a claim presentation meeting if, in the Engineer's judgement, such a meeting would aid in resolution of the claim; otherwise, a decision will be based on the claim documentation submitted. A final decision will be rendered within 90 days of receipt of the claim.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Engineer's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim."

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

"EQUAL EMPLOYMENT OPPORTUNITY"

In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared non-responsible and therefore ineligible for future Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

UNOFFICIAL COPY

- (2) That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; further, it

UNOFFICIAL COPY

will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any Subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any Subcontractor declared by the Commission to be non-responsible and therefore ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of Subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

"Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- (b) under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed."

RESPONSIBILITIES OF CONTRACTOR

Within ten (10) days after the signing of the Contract, the Contractor shall submit a work schedule showing the progress to be made on the major portions of the work, such work schedule to be designated to complete the entire work within the time stipulated for completion. The schedule of work, however, shall be subject to the Engineer's approval. If, at any time during the progress of work, the Engineer or the Department is of the opinion that the Contractor is not adhering to such schedule, the Engineer will request the Contractor to increase his force to comply with the work schedule. Failure of the Engineer or the Department, however, to demand this shall not release the Contractor from his obligation to secure the quality of work or the rate of progress specified.

The Contractor will supervise and direct the work. The Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the project a qualified construction supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor or superintendent shall have full authority to act on behalf of the Contractor. All communications given to the supervisor or superintendent shall be as binding as if given to the Contractor. The supervisor or superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

The Contractor shall be solely responsible for the safety of persons, property, or the work at or adjacent to the construction site. All decisions relating to safe construction operations, the use and proper application of equipment and materials, and the protection of the general public from

UNOFFICIAL COPY

construction operations shall be the responsibility of the Contractor. The Contractor shall identify a qualified supervisor or superintendent in writing who shall have the authority to act on behalf of the Contractor relative to project safety issues. The supervisor or superintendent shall be present on the site at all times as required to maintain safe project operations.

In the event that the designated construction or safety supervisor or superintendent is absent from the site, the Contractor shall designate a substitute supervisor or superintendent to act in responsible charge of the work. Any changes in the designated construction supervisor or safety supervisor or superintendent shall be documented by written statement to the Engineer at the time of the change.

CONTRACTOR'S DEFAULT FORFEITURE OF CONTRACT

The work herein specified shall be prosecuted with such force as the Engineer may deem adequate to its completion within the time specified. If the rate at which the work is performed is not, in the judgment of the Engineer, such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the Contractor refuses or neglects to prosecute the work with the force sufficient in the opinion of the Engineer for its completion within the specified time, or if, in any event, the Contractor fails to proceed with the work in accordance with the requirements and conditions of those specifications, the Department shall have full right and authority to take the work out of the hands of the Contractor and employ other workmen to complete the unfinished work, or to relet the same to other Contractors, and to deduct the expense occasioned by such default from any money that may be due to the Contractor.

ASSIGNMENT OF CONTRACT

No part of the work herein specified shall be assigned without the written consent of the Engineer, and in no case shall such consent relieve the Contractor or his surety from the obligations herein entered into by the same or change the terms of this Agreement.

SUSPENSION OF WORK

Should the Contractor, with the approval of the Engineer and the Department, stop work, or should the weather conditions in the opinion of the Engineer be such that the work could not be properly and safely performed, then the Engineer may order said Contractor or Contractors to suspend work until such time as weather conditions shall permit proper construction, and in any case of stoppage of work, the Contractor shall at his own expense store materials and be responsible for all accidents as though the work was in progress.

LIMITATION OF OPERATIONS

The Contractor shall conduct the work on this project at all times in such a manner and in such sequence as will assure the least interference with traffic on all streets where pavements are to be constructed, on cross streets, and at private driveway entrances. The Village reserves the right to require the Contractor to complete sufficient work in a section of the project that will result in the

UNOFFICIAL COPY

restoration of daily traffic and permit accessibility to private driveway entrances before work is started on any additional sections of the project.

PERFORMANCE BOND

The Contractor shall furnish a satisfactory performance bond in the sum of the amount of the Contract in dollars guaranteeing the proper completion of the work and the maintenance of the work during the period of one (1) year from and after the date of the completion and acceptance of the same. This date shall be the date shown on the Final Pay Estimate, which is submitted by the Engineer over his signature to the Department for the work performed by the Contractor. The maintenance of the work shall consist of:

- a. Correction of any defect in material of workmanship furnished for such improvements, latent in character and not discernible at the time of final inspection or acceptance by the Department.
- b. Correction of any damage to such improvements by reason of settling of the ground base or foundation thereof.

PAYMENT BOND

The Contractor shall furnish a satisfactory payment bond in the full amount of the Contract guaranteeing payment of all material used and for all labor performed.

PAYMENTS

If the rate of progress is satisfactory to the Engineer and the Owner, payment estimates will be submitted by the Engineer to the Owner once a month during the progress of the improvement for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the Contractor once all required waivers of lien for material suppliers and subcontractors have been submitted to the Owner. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Upon final completion and acceptance of the work, a final estimate will be issued for the total amount due under the Contract, less previous payments and liquidated damages.

ENGINEER'S AUTHORITY

The Engineer shall act as the Department's representative during the construction period. The Engineer shall decide any issues that may arise as to quality and acceptability of material furnished and work performed. The Engineer shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the work.

UNOFFICIAL COPY

The Engineer shall NOT have control over or charge of, and shall NOT be responsible for construction means, methods, techniques, sequences, procedures or controls, or for safety precautions or programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Engineer shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract documents. The Engineer shall not have control over or charge of acts or omissions of the Contractor, Subcontractors or their agents or employees, or of any other persons performing portions of the Work.

PLANS AND SPECIFICATIONS

The Contractor shall keep on the project site a copy of the Specifications and Plans. Anything mentioned in the Specifications and not shown on the Plans, or anything shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy in the figures or drawings, the matter shall be immediately submitted to the Engineer without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The Engineer shall furnish from time to time such details, sketches or other information as he may consider necessary, unless otherwise provided. Certain drawings and data are also required from the Contractor and shall be promptly furnished for approval, and when approved by the Engineer, shall become part of these Specifications.

The work is to be made complete, and to the satisfaction of the Engineer, notwithstanding any minor omissions in the Specifications or Plans.

The drawings form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions. In the event of any discrepancies between the Plans and these Specifications, the decision of the Engineer shall be final thereon. The figured dimensions on the Plans are to be taken as correct, but the Contractor is required to carefully check all dimensions of structures before beginning work thereon. Should any error be discovered, the Engineer's attention should be called to the same, and the proper corrections made.

The Contractor will not be allowed to take advantage of any error or omission in the drawings, as full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

LINES AND GRADES

All work under this Contract shall be built in accordance with the lines and grades shown on the Plans and as given by the Engineer. The Contractor shall provide such materials, as stakes, and give such assistance as may be required for setting line and grade boards, and stakes or marks so given shall be carefully preserved. The Contractor shall keep the Engineer informed a reasonable time in advance, at least forty-eight (48) hours, as to his need for additional grades and lines in order that the same may be furnished and all necessary measurements made for record and payment with the minimum of inconvenience to the Engineer or of delay to the Contractor.

UNOFFICIAL COPY

MEASUREMENT OF WORK - ADDITIONS AND/OR DEDUCTIONS

Measurement of Work - In the measurement and estimation of the quantities in any of the proposed work, no special customary or trade rate shall be considered, but only actual number, length, area, solid contents, or weight will govern.

Extra Work - No claim whatever will be allowed the Contractor for extra work or material or for a greater amount of money than is herein stipulated to be paid, unless some change in, or addition to, the work requiring additional outlay by the Contractor is first ordered in writing by the Engineer. Said writing shall state that such work is not included in the Contract, what the extras are, and that they are necessary for the proper completion of the work or for the security of the work previously done, and the reasons why such extras are necessary.

Force Account - For extra work not named in the schedule, payment shall be made on the basis of net cost of labor and materials, determined and certified by the Engineer, and in addition thereto, a percentage of said net cost; or in lieu of payment on cost basis the Engineer and Contractor may agree in writing upon a fixed amount or fixed unit prices to be paid for such extra work, in which event such item shall be added to the schedule. The class of labor used shall not be higher than that usually employed on work of similar character.

The Contractor shall furnish (separately for each item of work) each day, to the Engineer, a statement of the material and a roll of the men with the time made by each chargeable to Force Account Work. **Bills for extra work done in any current month must be presented to the Engineer not later than the fifth (5th) day of the next following month.**

Change of Plans - If the Engineer and Department deem it proper or necessary in the execution of the work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, such alteration shall not annul or vitiate the Contract or Agreement hereby entered into, nor release labor and materials to complete the Contract as altered. The value of the work as added or omitted shall be added to or deducted from the amount otherwise due the Contractor, as the case may be, and the determination of such value shall be based on the rates and prices named in the Contract, when such rates and prices can equitably be applied; otherwise, the value shall be determined by mutual agreement between the Engineer, Department, and the Contractor.

OVERTIME ENGINEERING

The cost of services furnished by the Engineer during the period of time allowed in the Contract for completion of the work (including Department's extensions of the completion time) will be paid by the Department on the basis of a 40-hour work week. In the event that the Contractor works more than eight (8) hours on any weekday or works at any time on Saturdays, Sundays, or Holidays, the cost of engineering services during such overtime will also be paid by the Department, but shall be deducted from payments due the Contractor. Overtime engineering services shall be charged for at a rate of forty dollars (\$40.00) per hour per employee. If the amount due the Contractor is not sufficient to cover the cost of overtime engineering services, the Contractor shall reimburse the Department in the amount necessary to cover these costs.

UNOFFICIAL COPY

EXTENDED ENGINEERING SERVICES

Extended engineering services are defined as all additional engineering services required as a result of the Contractor's failure to complete the work within the Contract completion time and any Department's extensions of that completion time. The cost of such extra engineering services shall include the entire cost of engineering services, including travel expenses and overtime charges, and all costs including travel expenses and overtime charges for employees of the Engineer, both in the office and at the job site necessary for proper administration of the project, which would not have been incurred if the work had been completed within the time allowed in the Contract (including Department's extensions of the completion time).

The Department will continue to pay engineering costs, but the cost of all extra engineering services as defined above shall be deducted from payments due to the Contractor. If the amounts due the Contractor are insufficient to cover the costs of such extra engineering services, the Contractor shall reimburse the Department in the amount necessary to cover these costs.

NIGHT, SUNDAY, AND HOLIDAY WORK

No work shall be performed under these Specifications at night or on Sunday or legal holidays without the approval of the Engineer and the Department. If it is found necessary to continue the work at night or on Sunday or legal holidays, the Contractor will be charged for the Engineering and Inspection at such times at rates described in this section under the heading of OVERTIME ENGINEERING.

LOCAL REGULATIONS

The work shall be executed in full compliance with laws and regulations of the Village of Brookfield. All licenses, permits, approvals, etc., required by law or ordinarily secured under recognized good practice shall be secured by the Contractor at his own expense.

SUBSTITUTE MATERIALS

Where, in these Specifications, one or more certain materials, trade names or articles of certain manufacture are mentioned, it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Other names of material can be used if, in the opinion of the Engineer and the Department, they are equal in durability and efficiency to those mentioned and of a design in harmony with the work as outlined and the Engineer and the Department give a written approval of a substitution before the articles and materials are ordered by the Contractor. Should a substitution of articles and/or materials be desired, the Contractor will be required to request the change within ten (10) days from the award of the Contract.

UNOFFICIAL COPY

SOIL BORINGS

Soil borings have not been performed on this project. The Contractor shall verify subsurface soil conditions to his satisfaction prior to the commencement of construction and shall assume full responsibility for meeting and overcoming all soil conditions, including, rock, hardpan, isolated boulders, saturated soil, running sand, or any other material that is encountered.

MATERIALS TESTING

All materials, products, and equipment furnished in this work shall be tested to the extent and degree in accordance with the respective method herein specified and the requirements of the Standard Specifications. All material inspection must be submitted and acknowledged before a final pay estimate will be submitted for consideration. All required field or plant testing of concrete or hot mix asphalt materials will be performed by a testing firm retained by the Village. The Contractor shall notify the Engineer at least 48 hours in advance of any scheduled concrete placement or hot-mix asphalt paving operations so that testing can be scheduled. Failure to give adequate notice will postpone any intended concrete or paving operation at the Contractors expense and accountability.

PERMITS

The Engineer and the Owner shall prepare and submit the necessary applications for any permits that must be obtained from other governmental agencies.

FINAL INSPECTION

When the Contractor has completed all the contracted work, he shall notify the Owner and the Engineer in writing that he is ready for a final inspection of the project and the Engineer will thereupon inspect the work. If the work is not found satisfactory, the Owner and the Engineer may require further work to be done. When this is completed, the Engineer, upon further notice, will again inspect the work. In no case will the final estimate be prepared until the Contractor has complied with all the requirements set forth and the Owner and the Engineer have made their final inspection of the entire work and are satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract.

UNOFFICIAL COPY

SECTION IV

SPECIAL PROVISIONS FOR GENERAL ITEMS

This Section amends, supplements, and takes precedence over the STANDARD SPECIFICATIONS Section.

TRAFFIC AND PEDESTRIAN CONTROL

The Contractor shall place sufficient lit barricades around the areas where sidewalks, driveways, combination concrete curb and gutter, bituminous concrete, concrete pavement, or other materials have been removed, to protect pedestrians and warn vehicles passing through the area. The Contractor shall comply with Traffic Control and Protection Standards of IDOT for flagmen, signing and barricades.

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein and in the Plans.

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specification for Road and Bridge Construction. This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following: (1) Highway Standards, (2) mimeographed supplemental specifications, mimeographed special provisions, and (3) other special provisions relating to traffic control.

1. 701501-04, 701606-05, 701701-05, 701801-03, 701901 and construction staging details.
2. Miscellaneous Materials, Legal Relations and Responsibility to Public.
3. The Contractor shall furnish, install, maintain, relocate and subsequently remove all signs, signals, temporary pavement marking, traffic cones, barricades, warning lights, flagmen, and other devices which are to be used for the purpose of controlling traffic. Two-way movement on streets and access to abutting properties shall be maintained at all times.

UNOFFICIAL COPY

The Contractor shall be responsible for insuring that all barricades, warning signs, lights and other devices installed by him are in place and operating twenty-four (24) hours each day, including Sundays and Holidays during the time this Contract is in force.

In the event of severe weather conditions, the Contractor will be required to furnish any additional personnel required to properly maintain all traffic control devices.

TRAFFIC CONTROL DEFICIENCY DEDUCTION

To ensure a prompt response to incidents involving the integrity of the work zone traffic control, the Contractor shall provide a telephone number where a responsible individual can be contacted 24 hours-a day.

When the Engineer or the Village is notified, or determines a traffic control deficiency exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from ½ hour to 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge.

The deficiency may be any lack of repair, maintenance or non-compliance with the traffic control plan.

If the Contractor fails to correct the deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000 or 0.05 percent of the awarded contract value whichever is greater.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

PUBLIC ACCESSIBILITY

The Contractor shall make provisions so far as practicable at all cross streets and private driveways for the free passage of vehicles and foot passengers. Neither the materials excavated nor the materials or equipment used in the construction of the work shall be so placed as to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, or manholes in the vicinity of the project.

The Contractor shall provide and maintain proper barricades, fences, signal lights and watchmen to properly protect the work, persons, animals, and the property against injury.

The Owner reserves the right to remedy any neglect on the part of the Contractor as regards the protection of the work after twenty-four (24) hours' notice in writing; except in cases of

UNOFFICIAL COPY

emergency when it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from any money due or to become due the Contractor.

MAINTENANCE OF WORK SITE

The Contractor shall keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable, and shall remove same from any portion of the site, if, in the opinion of the Engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable in any way to the public. The Contractor shall remove all machinery, materials, barricades, staging, false-work, debris and rubbish connected with, or caused by said work, immediately upon the completion of the same and shall clean all structures and work constructed under the Contract to the satisfaction of the Engineer and leave the premises in an approved condition insofar as affected by the work under this Contract.

All excavations are to be backfilled at the end of each working day. No excavations are to be left open overnight.

PILING MATERIAL AND CARE OF STRUCTURES

All excavated and other materials that are to be reused shall be so piled as not to endanger the work and so that free access may be had at any time to all parts of the work, and shall be kept neatly piled so as not to inconvenience public travel or adjoining tenants. Walkways shall be kept clear and unobstructed. All excess excavated material shall be immediately removed and disposed of off the job site by the contractor.

RESPONSIBILITY FOR PROTECTION OF MATERIALS AND WORK

The Contractor shall be responsible for the safe storage of material furnished by or to him, accepted by him, and intended for the work until it has been incorporated in the completed project. Pipe and accessories shall, unless contrary instruction are received, be unloaded at the point of delivery, hauled to, and distributed at the site of the project, by the Contractor. They shall at all times be handled with care to avoid damage.

All concrete construction shall be protected by the Contractor to prevent accidental or pre-meditated damage. Adequate supervision of freshly poured areas shall be provided until the material has adequately cured. All cost associated with the supervision, the repair, or the replacement of damaged areas shall be considered incidental to the Contract.

PROTECTION OF BUSHES AND TREES

At locations where the construction of the proposed improvements requires that equipment must be operated close to and along side existing trees and bushes, the Contractor shall avoid causing any unnecessary damage to said trees and bushes. Where such damage has been done, the Contractor, at his expense, shall correct the damage to the satisfaction of the Village.

UNOFFICIAL COPY

PROTECTION OF PAVEMENT

Whenever the proposed construction is located adjacent to or across an existing pavement structure, the Contractor shall take all necessary precautions to maintain and protect all pavement not designated for removal. Trench width shall be controlled to limit the extent of removal within the bounds established by the Engineer. Removal beyond the defined limits shall be at the Contractor's cost, unless authorized in writing by the Engineer.

VILLAGE STREET SIGNS ON POSTS

It shall be the Contractor's responsibility to remove, store in a protected location, and then reset all street signs on posts encountered within the boundaries of this Project. This work shall be considered incidental to the Contract.

RESTORATION OF PROPERTY

The Contractor shall restore or replace all pavement, structures, or other property damaged by construction activities to the condition, which existed immediately prior to the start of the Work. All fences and other structures in the vicinity of the work shall be protected and if damaged shall be repaired or replaced to the satisfaction of the Engineer. All trees shall be satisfactorily protected by boxes or boards.

Tree branches and roots shall not be cut except by permission of the Engineer. All cutting shall be done to the satisfaction of the Engineer. Shrubs and bushes, which lie within the construction activity, may be dug up, temporarily moved, and replanted in their original locations if permitted by the Engineer. If the plants are damaged or do not satisfactorily grow after replanting, they shall be replaced by the Contractor, with plants of same kind and size.

The cost to replace or repair any property not specifically listed in the Contract Documents as pay items shall be considered incidental to the Contract.

PROPERTY IRONS

In the event that any Property Irons (I.P.) are destroyed for any reason, by the contractor, the cost of replacing the property iron shall be paid by the Contractor. These costs shall be deducted from payments due to the Contractor. The Final Payout Estimate shall not be prepared by the Engineer until all replacement costs are paid.

SANITATION

The Contractor shall at the beginning of the work provide a suitable temporary convenience and enclosure for the use of the workers on the job, shall maintain same in a sanitary condition, and remove same and all its contents at the completion of the work. This work shall be considered incidental to the Contract.

UNOFFICIAL COPY

NOTIFICATION OF RESIDENTS

The Contractor will be responsible for providing written notice to all residences and/or places of business at least one (1) working day prior to performing any construction activity that will affect access to their property. The written notice shall be approved by the Engineer and the Village prior to the beginning of the construction activity.

LIMITATION OF OPERATIONS AND SCHEDULE OF WORK

The Contractor shall conduct the work on this project at all times in such a manner and in such sequence as will assure the least interference with traffic on all streets where pavements are to be constructed, on cross streets, and at private driveway entrances.

The contractor will be allowed to backfill trenches that cross pavements with stone to provide temporary access. However, if a trench crossing has not received final restoration within 45 days of the pavement being removed, the contractor will be required to place a minimum 2" thick lift of asphalt to cap the patch until final restoration is completed. The installation, maintenance, and removal of the temporary cap shall be considered incidental to the contract.

UNOFFICIAL COPY

SPECIAL PROVISIONS FOR ROADWAY IMPROVEMENTS

SAW-CUTTING

The limits of replacement for all sections of curb and gutter, sidewalk, driveways, pavement, and bituminous surface will be saw cut prior to removal. This work will not be paid for separately but will be considered incidental to the Contract.

INCIDENTAL EXCAVATION

During the removal of concrete sidewalk, driveway, curb and gutter, or pavement, the contractor shall excavate as necessary so that the required thickness of proposed concrete, including bedding can be constructed. The excavated material, as well as the broken concrete, shall be disposed of off the job site at a dump to be found by the Contractor at his own expense. A low sub-grade may be brought to the proper elevation with crushed stone meeting a CA-6 gradation as approved by the Engineer.

The cost of any excavation and its disposal, or the cost of the CA-6 for fill, will not be paid for directly, but their cost shall be considered as included in the Contract bid prices for the respective removal items of work.

FORMS FOR CONCRETE SIDEWALKS, DRIVEWAYS, AND GUTTER FLAGS

A 2" X 6" board will be used as a form for all sidewalks to be installed five inches (5") in thickness. A 2" X 8" board will be used as a form for all driveways to be installed seven inches (7") in thickness. A 2" X 12" board will be used as the form for the face of the gutter flags. No metal forms will be allowed except on radii of curbs and gutters. All forms must be of a minimum height of the proposed thickness of the respective concrete items to be installed.

CONCRETE REINFORCING

At all locations where proposed concrete curb and gutter, sidewalks, or driveways are to be constructed over trench excavations; steel reinforcing shall be installed within the concrete. In curb and gutter, the reinforcing shall be No. 4 reinforcing bars, two (2) in number, and of sufficient length to extend a minimum of three feet (3') beyond the sides of the trench. In sidewalks and driveways the reinforcing shall be wire mesh 4 x 4 4/4 and shall extend a minimum of three feet (3') beyond the sides of the trench. The costs for furnishing and placing the reinforcement shall be considered incidental to the Contract.

BITUMINOUS EXPANSION JOINTS

Three-quarter inch (3/4") Bituminous Premolded Inorganic Fiber Expansion Joints shall be installed where new sidewalk or curb and gutter or driveway pavement abuts an existing concrete walk, drive, or curb which is to remain in place, and at not less than one hundred foot (100') intervals at locations where sidewalk replacement is in excess of one hundred feet (100'), and at locations as directed by the Engineer.

UNOFFICIAL COPY

Expansion joints will be placed in curb and gutter at all radius points, all bend points, on both sides of frames and grates that are in the curb and gutter, and at not less than ninety foot (90') intervals at locations where curb replacement is in excess of ninety feet (90'), and at locations as directed by the Engineer.

All expansion joints located in the curb and gutter shall have two (2) three quarter inch (3/4") diameter, smooth, round, epoxy coated dowel bars, eighteen inches (18") in length, with plastic end caps inserted to allow the curb and gutter to expand and contract laterally.

This work will not be paid for separately but will be considered incidental to the Contract.

CURING OF CONCRETE

After the concrete has been finished and the water sheen has disappeared from the surface of the concrete, the surface shall be sealed with membrane curing compound of a type approved by the Engineer. The seal shall be maintained for the specified curing period. The edges of the concrete shall also be sealed immediately after the forms are removed. In addition, all concrete placed during periods of cold weather shall be protected in accordance with Article 720.13 of the Standard Specifications for Road and Bridge Construction. This work shall be considered incidental to the Contract

PROTECTION OF NEWLY POURED CONCRETE

The Contractor shall have watchmen at the job site after concrete has been poured until the concrete has cured sufficiently so that no graffiti can be inscribed in the newly poured concrete surfaces. The exposed faces of concrete of any items that are defaced shall be replaced by the contractor at his own expense.

LIMITATION OF PAVING OPERATIONS

The placement of all hot-mix asphalt layers shall be placed in no more than two passes of the paving equipment. The centerline joints of each hot-mix asphalt layer shall be offset from the previous layer, by a minimum of three-inches.

UNOFFICIAL COPY

SPECIAL PROVISIONS FOR UNDERGROUND IMPROVEMENTS

PUBLIC UTILITIES

The Contractor shall notify all public utilities including, but not limited to, ComEd, NICOR Gas, and SBC/AT&T at JULIE 811, and the Director of Public Works for the Village of Brookfield at least two (2) working days in advance of commencement of construction, for locations of their underground lines.

COOPERATION WITH EXISTING UTILITIES

Any information shown on the plans or included in the specifications pertaining to the location of underground utilities represents only the opinion of the Engineer as to the location of such utilities and is only included for the convenience of the bidder. The Engineer and Owner assume no responsibility in respect to the sufficiency or accuracy of the information shown on the plans relative to the location of underground utilities. It shall be the Contractor's responsibility to determine the actual location of all such facilities. He shall also obtain from the respective utility companies detailed information relative to the location of their facilities and the working schedules of the utility companies for removing or adjusting them.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by him; or on account of any special construction methods required in prosecuting his work due to the existence of said appurtenances either in their present or relocated positions.

In the event that a utility is encountered which has not been marked or otherwise identified, the contractor shall be responsible for contacting the various utility companies as necessary to determine the type of utility encountered and whether the utility is in service or has been abandoned. In no case will any revisions be made to the proposed work prior to this determination being made for any unmarked utilities. Once the status of the utility has been determined, the Engineer shall make any necessary revisions to the proposed work. No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to making the required determination of the status of an unmarked utility.

The Contractor will be responsible for removing any portions of utilities, which are determined to be abandoned, and are in conflict with the proposed work. This work will be considered incidental to the Contract.

STRUCTURES ENCOUNTERED

The Contractor shall be entirely responsible for damage to water lines, electric conduits and lines, existing structures, drains, sidewalks, curbs, fences, trees, culverts, and other structures of

UNOFFICIAL COPY

any kind and shall be liable for damages to public and private property, except where these items are to be removed and replaced as called for on the Plans, or directed by the Engineer.

FRAMES AND LIDS

All frames shall be Type 1 Frames. All closed lids placed on sanitary sewer and combined sewer manholes shall be self-sealing with concealed pickholes and shall have the word "SANITARY" cast in raised letters on the lid. All closed lids placed on water valve vaults shall be self-sealing with concealed pickholes and shall have the word "WATER" cast in raised letters on the lid. All closed lids placed on storm sewer manholes shall be Type B lids and shall have the word "STORM" cast in raised letters on the lid.

All open lids placed on drainage structures will be Type D grates.

INSPECTION OF PIPE AND ACCESSORIES

The pipe and accessories shall be inspected for defects prior to lowering into trench. Any defective, damaged or unsound material shall be repaired or replaced as directed by the Engineer. All foreign matter or dirt shall be inspected for defects prior to lowering into position in the trench. Pipe shall be kept clean by means approved by the Engineer during and after laying.

TRENCH EXCAVATION

The trench shall be dug to the required alignment and depth shown on the drawings or as subsequently approved in writing by the Engineer, and only so far in advance of pipe laying as permitted by the Engineer. The Contractor will be required to handle excavated material carefully to minimize the accumulation on existing paved surfaces. Wherever possible the excavated material should be directly loaded into a waiting truck for direct disposal. The Contractor will clean all pavement areas to the satisfaction of the Engineer.

SHEETING AND BRACING

Where necessary to prevent caving, trench excavations shall be adequately supported. The Contractor shall be responsible for designing, providing, installing, and maintaining any sheeting, bracing, etc., which may be necessary to support the sides of the excavation and trenches.

EXCAVATION NEAR EXISTING STRUCTURES

All existing pipes, conduits, cables, poles, pavements, and other structures not designated to be removed by the Contract Documents are to be protected from damage by the Contractor. The temporary support, protection, and maintenance of the structures, shall be furnished by the Contractor at his own expense. Where the grade or alignment of the pipe is obstructed by existing utility structures such as conduits, ducts, pipes, branch connections to main sewers, or main drains, the obstruction shall be permanently supported, relocated, removed, or reconstructed by the Contractor in cooperation with the owners of such utility structures.

UNOFFICIAL COPY

JOINING PIPE SECTIONS

The sealing surface of the pipe, the bell to be joined, and the elastomeric gaskets shall be cleaned immediately before assembly, and assembly shall be made as recommended by the manufacturer. When pipe laying is not in progress, the open ends of installed pipe shall be closed to prevent entrance of trench water into the line. Whenever water is excluded from the interior of the pipe, enough backfill shall be placed on the pipe to prevent floating. No pipe shall be laid when the trench conditions or the weather are unsuitable for proper installation as determined by the Engineer.

CONNECTION OF DISSIMILAR PIPE MATERIALS

Flexible connectors shall be used where new sewer pipes are to be connected to existing sewer pipes. The flexible connectors shall consist of a synthetic rubber sleeve, which will resist deterioration caused by wastes found in sewers and two stainless steel straps. The connectors shall be "MISSION" couplings, "FERNCO" couplings, or equal. All labor and material required to connect new sewer pipe to existing sewer pipe shall be considered incidental to the contract.

VILLAGE WATER USAGE

The Village requires the use of a water meter for all Contractors that need access to a Village fire hydrant. The water meters are available at the Village of Brookfield's Public Works Building. The Contractor will be required to place a \$2,000.00 deposit with the Cashier's Office in the Village Hall prior to being issued a water meter. The deposit is refundable, upon the return of the water meter, in its original condition.

It is the responsibility of the Contractor to use an approved hydrant operating wrench when opening and closing any fire hydrants. The use of a pipe wrench is not allowed.

The usage of water without an approved water meter will be viewed as a theft of Village property.

PRECAST CONCRETE SECTIONS FOR STRUCTURES

All new structures and structures to be reconstructed shall be built with precast reinforced concrete sections fabricated in accordance with A.S.T.M. Designation C-478.

STRUCTURE ADJUSTMENTS

Structures, which lie in the pavement, will not be adjusted to final grade until the bituminous concrete binder course has been placed. Prior to the placement of this binder course the structures will either be left below the finished grade or plated over. The Contractor shall take care when setting the structure so as to insure that a nine inch (9") frame and the minimum 2" of grade rings can be placed on top of the uppermost precast section of the structure in order to reach the finished grade. After the binder course has been placed, the Contractor shall saw-cut and then remove the pavement around the structure to allow sufficient space for a proper

UNOFFICIAL COPY

adjustment to be made. The Contractor shall place mastic rope between concrete rings and between the rings and frame. The Contractor shall also apply a one-quarter inch (1/4") layer of butyl rubber gasket sealant to the external diameter of the concrete grade adjustment rings. The void created by the pavement removal shall then be cleaned and filled with Class PV concrete from the bottom of the void to the surface of the binder course.

Structures, which are located in the curb and gutter, shall not be adjusted to final grade until the curb and gutter has been placed to within five feet (5') of each side of the structure. At this time the Contractor may adjust the structure to the proper elevation to achieve drainage of the curb and gutter.

Frames located in the curb and gutter shall be pitched 1-1/2". Frames located in the pavement shall be pitched to match the cross slope of the pavement. The Contractor may use solid pieces of concrete or brick as shims to pitch the frame. The use of rocks to adjust the frames will not be permitted. The shims must also be placed in a bed of mortar at the time of the adjustment. The Contractor will not be allowed to shim the frame and then come back later to mortar the voids between the frame and the structure.

No extra compensation will be given to the Contractor for any of the work or materials described above and in no case will the Contractor be paid for an additional adjustment on any proposed or reconstructed structures.

MISCELLANEOUS ADJUSTMENTS

The adjustments of any public utility valve boxes or structures within the project limits shall be done by personnel of the respective public utility. The Contractor shall be responsible for notifying the utility of the required work and coordinating these activities with his own schedule of construction.

ABANDONING EXISTING VALVE BOXES AND WATER SERVICE BOXES

The installation of the new sections of water main and water services will allow for certain valve boxes and water service boxes to be abandoned. The contractor will cut off the stem of the box approximately twelve inches (12") below grade and will fill the remaining portion of the valve box or water service box with crushed stone, gradation CA-6, or with screenings. This work will not be paid for separately but will be considered incidental to the Contract.

CLEANING OF DRAINAGE STRUCTURES

All drainage structures located within the gutter portions of the combination curb and gutter on all streets being improved shall be cleaned of all construction materials and existing debris and sediment prior to the acceptance of the work performed on the project.

The costs for labor and equipment necessary to clean these structures and for the disposal of the removed materials, debris, and sediment shall be considered incidental to the contract.

UNOFFICIAL COPY

ITEMS TO BE SALVAGED

All frames from abandoned and removed structures, water valves, valve boxes, and fire hydrants to be removed by the Contractor shall be delivered to the Village of Brookfield Public Works yard for storage and future use by the Village.

BACKFILLING OPERATIONS

Installation and measurement for payment of trench backfill shall vary by the following situations:

Trench backfill under sidewalk – trench backfill shall be installed and measured for payment from one foot above the water main or sewer to the elevation of the proposed subgrade of the sidewalk. Additional trench backfill placed above the elevation of the proposed subgrade of the sidewalk will not be measured for payment.

Trench backfill under pavement – trench backfill shall be installed and measured for payment from one foot above the water main or sewer to the elevation of the existing pavement surface. The subsequent removal of the trench backfill from the proposed pavement subgrade elevation to the existing pavement surface elevation in order to install pavement shall not be paid for but considered incidental to the Contract.

Additionally, all driveways and public entry walks shall have stone access ramps maintained at all times and will be considered incidental to the Contract. The Contractor shall be responsible to provide any and all means of access for the residents.

UNOFFICIAL COPY

SECTION V

SPECIAL PROVISIONS FOR CONTRACT PAY ITEMS

This shall be a unit price contract and shall include all work mentioned in the Project's Plans and Specifications and any other work, not specifically mentioned, that is necessary for constructing the improvement in a skilled and professional manner. Any conflicts or omissions in the Plans and Specifications shall be brought to the attention of the Engineer. The Engineer's decision in resolving such matters shall be final. The Contractor shall in no manner take advantage of conflicts or omissions should they occur and it shall be the Contractor's responsibility to bring such components of the Contract to the attention of the Engineer so that they can be properly resolved.

The quantities bid upon in the Proposal are estimated quantities, except where an item is noted to be supplied. The Contractor shall be paid for actual quantities, in place, as measured and agreed upon by the Engineer and Contractor. The Contractor shall be paid in full for items to be percentage of the bid amount agreed upon by the Owner, Engineer and Contractor if the item is not complete.

Any required work that is shown on the Plans or described in the Specifications for which there is not a bid item shall be considered incidental to the contract.

ITEM 1 - SIDEWALK REMOVAL

The general locations of the concrete sidewalks to be removed are shown on the Plans and shall be clearly designated in the field by the Engineer at the start of construction. The removal of concrete, brick, flagstone and hot-mix asphalt sidewalks shall all be included in this item. These sidewalks will be excavated to the subgrade of the proposed sidewalk, including 2" of crushed stone base.

Payment for this item shall be at the Contract unit price per Square Foot of SIDEWALK REMOVAL which price shall include the cost of the incidental work necessary to protect the landscaping ground abutting the sidewalks being removed and all costs for furnishing the labor and equipment to properly remove and dispose of the sidewalk in accordance with the Specifications.

ITEM 2 - GARAGE APRON REMOVAL

The general locations of concrete driveway pavements to be removed are shown on the Plans and the limits of removal shall be clearly designated in the field by the Engineer at the start of construction. This item will consist of the removal of existing concrete and concrete overlaid with asphalt at garage aprons. The limits of removal shall typically extend to the floor slab of the garage. These garage aprons will be excavated to the sub-grade of the proposed Portland Cement Concrete garage apron, including 2" of crushed stone base. If an expansion joint does not exist at the garage floor slab, the garage apron shall be saw-cut full-depth to protect the floor slab during the removal work.

All garage aprons scheduled for replacement shall be removed with extreme care in order to avoid damage to existing garages and garage foundations to remain. Any damage caused by the removal of

UNOFFICIAL COPY

the apron shall be repaired or otherwise resolved by the Contractor to the satisfaction of the Village and the property owner. No additional compensation will be allowed.

Payment for this item shall be at the Contract unit price per Square Yard for GARAGE APRON REMOVAL which price shall include all costs for furnishing the labor and equipment to perform any required saw-cutting and to remove and dispose of the concrete garage apron materials in accordance with the Specifications.

ITEM 3 – HOT-MIX ASPHALT SURFACE REMOVAL

The existing asphalt surface shall be removed in areas along the alley that are to be resurfaced as shown on the Plans. A full-depth saw cut shall be made along the perimeter of these areas. This item shall not be paid for in areas of PAVEMENT REMOVAL. All necessary grading and excavating of the stone base under the removed asphalt shall be included in this item.

In a case where a portion of an existing asphalt driveway is to be replaced with new hot-mix asphalt surface course, the Contractor is to take special care in excavating the asphalt surface so the existing aggregate base can be salvaged and re-compacted in preparation for the placement of the new asphalt surface.

Payment for this item shall be at the Contract unit price per Square Yard for HOT-MIX ASPHALT SURFACE REMOVAL which price shall include all costs for furnishing the labor and equipment to saw-cut the existing surface and to remove and dispose of the asphalt surface in accordance with the Specifications.

ITEM 4 - EARTH EXCAVATION

This item includes all the excavating and grading work necessary on this Project to establish the subgrade elevations of the proposed alley pavement and the existing aggregate driveways that have concrete driveways proposed, to backfill and fine grade areas behind the newly installed pavements in preparation of the landscaping work to be done, to grade to the proper slope the area located between the constructed improvements and the existing undisturbed ground elevations, and to restore any areas adjacent to the Project improvements that were disturbed due to the construction work procedures followed by the Contractor. Also included in the work under this item are the removal and disposal of all brush, rock, construction debris, hedges, trees of sizes less than 6" in diameter, any and all tree stumps encountered, and other excess materials located within the construction area of the Project's improvements.

When the project is constructed essentially to the lines, grades or dimensions shown on the Plans, quantities will be as agreed upon in accordance with Article 202.07 (a). If agreement is not reached, and for portions of work performed that differ from the Plans, quantities will be computed by the following methods. Excavation for the alley pavement will be computed by the method of average end areas. Original ground elevations used in the calculations shall be those shown on the Plans, or as corrected or interpolated by the Engineer as necessary. The subgrade elevations used in the calculations will be as determined from Plan grades, including any revisions to Plan grades as made or approved by the

UNOFFICIAL COPY

Engineer, and subtracting the section thickness of the pavement and stone base. End areas will be determined at fifty (50) foot intervals. The width of each end area will equal the pavement width plus an additional 1' on each side of the pavement to allow for over-dig necessary to install the framing.

Payment for this item shall be at the Contract unit price per Cubic Yard for EARTH EXCAVATION which price shall include all costs necessary to furnish the labor and equipment required for excavating the proposed pavements and driveways to the proper subgrade elevations, disposing of all excess excavated materials off the Project site, backfilling and grading those areas of the alley right-of-ways that are to be landscaped, grading to meet existing ground elevations adjacent to the proposed improvements, and performing other related work already described in this Specification.

ITEM 5 - 8" DIAMETER, PVC STORM SEWER PIPE

In those locations indicated on the Plans, polyvinyl chloride (PVC) sewer pipe of the size indicated shall be installed. The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction". The pipe bedding and backfill to twelve inches (12") above the top of pipe will be considered incidental to this item.

Payment shall be at the Contract unit price per Foot for 8" DIAMETER, PVC STORM SEWER PIPE which price shall include all costs for excavation, pipe bedding and backfill to twelve inches (12") above the top of pipe, pipe installation, flexible couplings, disposal of excavated material, control of sewer flows, and all other labor, equipment, and material necessary to install the pipe in accordance with the Specifications.

ITEM 6 - RESTRICTED DEPTH CATCH BASIN, 4' DIAMETER, TYPE 1 FRAME, OPEN LID

A four foot (4') diameter catch basin shall be constructed at the locations shown on the Plans. The catch basins shall be constructed in accordance with the Catch Basin, Type A detail shown on the Plans. An 8"x 4" tee will be installed on the end of the 8" PVC storm sewer pipe to function as a flow restrictor. The installation of this tee fitting will be included in the cost of the catch basin.

All inlet and outlet pipes from the structure shall be joined with watertight flexible rubber connectors conforming to ASTM C-443 & C-923 with a stainless steel band. All trench backfill used to fill around the new structure will be considered incidental.

Payment for this item shall be at the Contract unit price per Each for RESTRICTED DEPTH CATCH BASIN, 4' DIAMETER, TYPE 1 FRAME, OPEN LID which price shall include all costs for furnishing the labor, materials, and equipment necessary to excavate, furnish and install the structure including the frame and lid to the proper grade, install the restrictor, and backfill the excavated area with crushed stone after the installation of the structure has been completed in

UNOFFICIAL COPY

accordance with the Specifications.

ITEM 7 – CONNECTION TO EXISTING STRUCTURE

This item shall consist of connecting to and core-drilling existing structures, and the installation of watertight flexible rubber connectors. This item shall be used where proposed sewer is to be installed and connected to an existing structure.

All pipe connections to existing structures shall be made by core-drilling the wall of the existing structure and inserting an expandable, flexible rubber connector into the wall of the existing structure. The connector shall be a PSX Direct Drive Connector as manufactured by Press Seal Gasket Corporation or approved equal. The connector shall conform to ASTM C-443 & C-923 and include a stainless steel band.

The existing structure shall be core drilled with a mechanical powered rotary core drill. The hole shall be watertight with the connector. The use of mortar, brick, or rock shall not be permitted to fill in voids.

This item shall be installed in accordance with the M.W.R.D.G.C. and its representatives.

Payment for this item shall be at the Contract unit price per Each of CONNECTION TO EXISTING STRUCTURE which price shall include all costs for furnishing the labor, materials and equipment necessary for the core-drilling operation, rubber connector installation, and any excavation and disposal off-site of materials required to perform the installation.

ITEM 8 - TRENCH BACKFILL

All trench backfill used under or within two feet (2') of pavements, sidewalks, driveways, and curb and gutter shall be Crushed Stone, Gradation CA-6. Maximum compaction must be obtained by Method 3 (jetting) as described in Article 550.07(c) of the Standard Specifications for Road and Bridge Construction.

The crushed stone used for trench backfill must be approved on the Project by the Engineer. The use of crushed concrete will not be allowed. Payment for this item will be based on actual in place measurements taken by the Engineer on the site but in no case will exceed the theoretical volume calculated by using the trench backfill table included in the details shown on the Plans.

Payment for this item shall be at the Contract unit price per Cubic Yard of TRENCH BACKFILL which price shall include all costs for furnishing and placing the material into the trenches in accordance with the Specifications.

ITEM 9 - PORTLAND CEMENT CONCRETE SIDEWALK, 5"

This item will consist of the placement of new concrete sidewalk at locations shown on the plans or as directed by the Engineer in accordance with Section 424 of the "Standard Specifications for Road

UNOFFICIAL COPY

and Bridge Construction". The five inch (5") thick P.C.C. sidewalk shall be constructed to the limits and grade required to blend with adjoining surfaces. The sidewalk shall be placed upon a base of compacted crushed stone, Gradation CA-6, having a minimum thickness of two inches (2"). Full depth expansion joints shall be placed between the sidewalk and the back of any adjacent curb, sidewalk, or buildings, and as directed by the Engineer.

Payment shall be at the Contract unit price per Square Foot for PORTLAND CEMENT CONCRETE SIDEWALK, 5" which price shall include all costs for furnishing and placing the stone base, expansion joints, saw cutting, forming, concrete needed to construct the sidewalk, backfilling the sidewalk and furnishing all labor, material, and equipment necessary to construct this item in accordance with the details shown on the Plans and with the Specifications.

ITEM 10 - PORTLAND CEMENT CONCRETE GARAGE APRON, 7"

Portland cement concrete garage aprons having a thickness of seven inches (7") shall be constructed at the locations shown on the Plans and in accordance with the details shown on the plans. The driveway shall be placed upon a base of compacted crushed stone, Gradation CA-6, having a minimum thickness of two inches (2").

Full-depth, bituminous expansion joint fillers (3/4" thick) shall be placed along the edge of the alley pavement where it abuts any garage apron pavement.

Payment for this item shall be at the Contract unit price per Square Yard for PORTLAND CEMENT CONCRETE GARAGE APRON, 7" which price shall include all costs for excavating to the proper subgrade, furnishing and placing the crushed stone base, the concrete mixture, and the expansion joint filler, and providing the labor, materials, and equipment necessary to properly construct this item in accordance with the Plans and Specifications.

ITEM 11 - PORTLAND CEMENT CONCRETE ALLEY PAVEMENT, 8"

This item pertains to the concrete alley pavement that is to be constructed within the alley right-of-way and within any proposed alley returns. The concrete pavement shall be constructed in accordance with Section 420 of the Standard Specifications for Road and Bridge Construction. The concrete shall be consolidated by means of a vibratory screed.

The cross sectional detail of this pavement shall be as shown on the Plans. The pavement shall have a minimum thickness of eight inches (8") and shall be laid upon a base of compacted crushed stone, Gradation CA-6, having a minimum thickness of six inches (6"). Two inch (2") thick wood forms, 10" in height, or 8" high steel forms laid upon the crushed stone cushion shall be used to establish the outer edges of the concrete pavement.

The surface of the concrete pavement shall have a transverse slope from its outer edges down toward its center line and a longitudinal slope along its center line. The surface of the pavement shall have a broom finish. The pavement shall be allowed to cure until the concrete has attained a minimum compressive strength of 350 psi before allowing vehicles or equipment to travel on the

UNOFFICIAL COPY

pavement.

Utility poles located along the edges of the alley right-of-way shall be boxed out of the pavement, where necessary, with a triangular opening measuring 18" in length and 12" in width. A narrow drainage trough, no wider than two inches (2") nor deeper than one inch (1") shall be shaped along the center line of the pavement. The method by which this is to be done by the Contractor must be approved by the Engineer.

At locations where the existing garage floor is significantly above the proposed edge of alley pavement, the Engineer may require a two to three inch (2"-3") lift to be constructed to prevent the pitch of the apron from exceeding ten (10) percent.

Transverse expansion joints shall be spaced at intervals not exceeding one hundred fifty feet (150') and shall consist of 1" x 8" treated wood boards containing 1-1/4" epoxy-coated, smooth, round dowel bars, 18" in length, spaced at 18" centers. Contraction joints shall be tooled into the concrete pavement at not more than fourteen foot (14') intervals between the expansion joints. These contraction joints shall also be saw-cut to a depth of two inches (2") within a six (6) to twenty-four (24) hour period following the placing of the concrete.

Payment for this item shall be at the Contract unit price per Square Yard for PORTLAND CEMENT CONCRETE ALLEY PAVEMENT, 8" which price shall include all costs for fine grading the subgrade in preparation for the placement of concrete, furnishing and placing the crushed stone base, the expansion joints, and the concrete, sawing the contraction joints, boxing out the utility poles, forming the trough along the center line, brooming the proper finish, and all other labor, materials, and equipment necessary to construct this item in accordance with the Specifications.

ITEM 12 - PROTECTIVE COAT

All new concrete surfaces shall be protectively coated with a boiled linseed oil mixture. The preparation and application of this mixture shall be in accordance with Article 420.18 of the Standard Specifications for Road and Bridge Construction.

Payment for this item shall be at the Contract unit price per Square Yard of PROTECTIVE COAT which price shall include all costs for surface preparation, furnishing of the mixture, and the application of the mixture to the surface of the concrete in accordance with the Specifications.

ITEM 13 -- HOT-MIX ASPHALT SURFACE COURSE, MIX D

This item shall include placing 2" of hot-mix asphalt surface course on any asphalt areas along the alley, on street pavements, or where directed by the Engineer.

The surface to be overlaid shall be cleaned and then primed with RC-70 bituminous material at a rate of 0.20 to 0.30 gallons per square yard immediately prior to the placement of the hot-mix asphalt mixture. A self-propelled mechanical roller shall be used to compact the asphalt surface

UNOFFICIAL COPY

course.

The hot-mix asphalt mixture shall be as follows:

HOT-MIX ASPHALT SURFACE COURSE, SUPERPAVE, MIX D, N50. The mixture to be placed shall be an I.D.O.T. approved mixture. The Contractor shall furnish documentation of the mixture to the Engineer for approval, prior to placement.

Payment for this item shall be at the Contract unit price per Ton for HOT-MIX ASPHALT SURFACE COURSE, MIX D which price shall include all costs for cleaning the surfaces to be overlaid, furnishing and applying the prime materials, and furnishing and laying the hot-mix asphalt surface course in accordance with the Specifications.

ITEM 14 - TOPSOIL AND SOD RESTORATION

After the installation of the storm water drainage improvements, the construction of the alley pavement, and the replacement of garage aprons and sidewalks, certain areas shall be shaped and graded to allow for the placement of topsoil and grass sod. A layer of good quality pulverized topsoil, which has been approved by the Engineer prior to its placement, shall be spread and fine-raked over these areas in a manner as to result in the topsoil having an average thickness of three inches (3").

After the areas designated for sodding have received the layer of topsoil, the areas shall be carefully graded, fine-raked, rolled, and then covered with a good quality of Kentucky Blue or Merion Blue grass sod. The minimum area of any piece of sod to be placed shall be one (1) square foot with no side being less than six inches (6") in length.

The Contractor shall be responsible for watering the sod a sufficient number of times to insure that the sod is firmly knitted to the soil and is in a healthy, growing condition. Once the Contractor feels that the sod has met these requirements, he shall notify the Engineer in writing requesting an inspection of the sod. The Engineer shall inspect the sod within three (3) working days of being notified by the Contractor, and shall supply the Contractor with a written punch list of any areas that are found unacceptable.

Payment for this item shall be at the Contract unit price per Square Yard for TOPSOIL AND SOD RESTORATION which price shall include the costs for all labor, materials, and equipment necessary for excavating, grading, and shaping the areas to be landscaped to the proper subgrade, furnishing and spreading the topsoil, and installing the sod in accordance with the Specifications.

ITEM 15 - LANDSCAPING STONE RESTORATION

After the installation of the storm water drainage improvements, the construction of the alley pavement, and the replacement of garage aprons and sidewalks, certain areas shall be shaped and graded to allow for the installation of a 4" layer of landscaping stone. The landscaping stone shall be a washed stone having a nominal size of $\frac{3}{4}$ " - 1". The contractor shall provide the Engineer with a sample of the landscaping stone to be used for approval prior to installing the stone.

UNOFFICIAL COPY

A heavy-duty weed fabric which has been approved by the Engineer shall be installed on the subgrade prior to the installation of the landscaping stone.

Payment for this item shall be at the Contract unit price per Square Yard for LANDSCAPING STONE RESTORATION which price shall include the costs for all labor, materials, and equipment necessary for grading the areas to be restored to the proper subgrade and furnishing and installing the weed fabric and landscaping stone in accordance with the Specifications.

ITEM 16 - TREE REMOVAL

This item shall consist of the removal and disposal of trees as shown on the Plans and as designated by the Engineer. All trees under six inches (6") in diameter, shrubs, bushes and stumps removed during the clearing operation shall be considered incidental to the Contract. A tree diameter will be measured at a point four and a half feet (4.5') above the highest ground level at the tree and will be determined by dividing the measured tree circumference by 3.1416. All trees measuring six inches (6") and above in diameter shall be paid for under this item. No trees shall be removed as part of this item until the Contractor and Engineer agree on the removal quantities; once agreed, the quantities shall not increase. The work shall include removing the entire tree including the stump. The stump shall be removed to a minimum depth of twelve inches (12") below the proposed subgrade.

Payment for this item shall be at the Contract unit price per Inch-Diameter for TREE REMOVAL which price shall include all costs for furnishing the labor, material and equipment necessary for the clearing operation, tree removal and disposal off-site of the cleared material.

ITEM 17 - GEOTECHNICAL FABRIC FOR GROUND STABILIZATION

This item shall consist of installing a woven geotechnical fabric (weight = 4 oz/sy) meeting the requirements of Article 1080.02 of the "Standard Specifications for Road and Bridge Construction" on the subgrade for the proposed pavements to be constructed as part of this Project. The fabric shall be installed in accordance with the manufacturer's instructions and Section 210 of the "Standard Specifications for Road and Bridge Construction". **The fabric shall be staked in place to avoid any movement of the fabric during the placement of the aggregate base course.**

Payment for this item shall be at the Contract unit price per Square Yard for GEOTECHNICAL FABRIC FOR GROUND STABILIZATION which price shall include all costs for furnishing all labor, materials, and equipment needed to construct this item in accordance with the Specifications.

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
 COUNTY OF COOK) ss.

I, BRIGID WEBER, do certify that I am the duly qualified and acting Clerk of the Village of Brookfield, Cook County, Illinois, and as such officer, I am the keeper of the records and files of the President and Board of Trustees of said Village.

I do further certify that the attached is a true and correct copy of an Ordinance adopted by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois:

**ORDINANCE PROVIDING FOR THE IMPROVEMENTS OF
 THE ALLEY BETWEEN THE
 9200 BLOCKS OF BROADWAY AVENUE AND WASHINGTON AVENUE
 SPECIAL ASSESSMENT NO. 355**

I do further certify that the deliberations of the President and Board of Trustees in said meeting were taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all taxpayers of record; and that said meeting was called and held in strict accordance with the provisions of "AN ACT in relation to meetings," approved July 11, 1957, as amended, and that said President and Board of Trustees have complied with all the applicable provisions of said Act and its procedural rules.

IN WITNESS WHEREOF, I have hereunto affixed by official signature and seal of said Village this 5th day of May 2008.

Brigid Weber

 Brigid Weber, Village Clerk
 Village of Brookfield
 Cook County, Illinois

(VILLAGE SEAL)

UNOFFICIAL COPY

RECOMMENDATION TO IMPROVE THE ALLEY BETWEEN THE 9200 BLOCKS OF BROADWAY AVENUE AND WASHINGTON AVENUE SPECIAL ASSESSMENT NO. 355

TO: Board of Trustees of the Village of Brookfield
Cook County, Illinois

The Board of Local Improvements heretofore appointed and now serving in that capacity herewith recommend the improvement of the public alley located between the 9200 blocks of Broadway and Washington Avenues and described as "The public alley located in the 9200 block between Broadway Avenue and Washington Avenue and legally described as:

"THE PUBLIC ALLEY LOCATED IN BLOCK 2 OF PORTIA MANOR, BEING FREDERICK H. BARTLETT'S SUBDIVISION OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS."


as described in the accompanying proposed ordinance which is hereby submitted for consideration.

We submit herewith an estimate of cost thereof by the Engineer of the Board of Local Improvements.


We recommend the passage of the proposed ordinance and the making of the Local Improvement, the costs thereof to be paid for by special assessment.

DATED this 28th day of April 2008.

VILLAGE OF BROOKFIELD, ILLINOIS
BOARD OF LOCAL IMPROVEMENTS




Michael J. Garvey, President




Kit P. Ketchmark, Secretary



Michael E. Towner



Catherine Colgrass-Edwards



C. P. Hall

UNOFFICIAL COPY

ESTIMATE OF COSTS FOR SPECIAL ASSESSMENT NO. 355

To the Board of Local Improvements
Village of Brookfield
Cook County, Illinois

Members of the Board of Local Improvements:

I hereby submit an estimate of the costs for the construction of a Portland cement concrete pavement together with storm water drainage facilities and other related work, in the public alley in the 9200 block between Madison and Washington Avenues and legally described as the public alley located in Block 2 of Portia Manor, being Frederick H. Bartlett's subdivision of Section 34, Township 39 North, Range 12 East, of the Third Principal Meridian, in Cook County, Illinois.

The Estimate includes the costs for furnishing all labor, materials, and equipment necessary for the excavation of the alley right-of-way, installation of storm water drainage facilities, construction of a Portland cement concrete pavement within the alley right-of-way, replacement of existing garage aprons, restoration of disturbed landscaped areas adjacent to the alley right-of-way, and other related work as required for the construction of the local improvement; the cost for design and construction engineering; the cost for making, levying, and collecting the assessment; and all other costs attending same, as provided by Law.


The said Estimate of Costs is as follows:

<u>Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Amount</u>
145	SqFt	Sidewalk Removal	\$ 1.00	\$ 145.00
40	SqYd	Garage Apron Removal	15.00	600.00
125	SqYd	Hot-Mix Asphalt Surface Removal	10.00	1,250.00
475	CuYd	Earth Excavation	30.00	14,250.00
283	Foot	8" Dia., PVC Storm Sewer Pipe	50.00	14,150.00
1	Each	Restricted Depth C.B., 4' Dia., Type 1 Frame, Open Lid	2,500.00	2,500.00
1	Each	Connection to Existing Structure	500.00	500.00
125	CuYd	Trench Backfill	30.00	3,750.00
500	SqFt	Portland Cement Concrete Sidewalk, 5"	5.00	2,500.00
175	SqYd	Portland Cement Concrete Garage Apron, 7"	43.00	7,525.00
790	SqYd	Portland Cement Concrete Alley Pavement, 8"	45.00	35,550.00
1,030	SqYd	Protective Coat	1.00	1,030.00
35	Ton	Hot-Mix Asphalt Surface Course, Mix D	150.00	5,250.00
40	SqYd	Topsoil and Sod Restoration	8.00	320.00
250	SqYd	Landscaping Stone Restoration	8.00	2,000.00
		Subtotal		\$ 91,320.00

UNOFFICIAL COPY


		Subtotal, Brought Forward	\$ 91,320.00
36	InDia	Tree Removal	40.00 1,440.00
790	SqYd	Geotechnical Fabric for Ground Stabilization	2.00 <u>1,580.00</u>
		Total Estimated Construction Cost	\$ 94,340.00
		Design and Construction Engineering	<u>15,620.00</u>
		Deficiency in Interest (5%)	\$ 109,960.00
			<u>5,500.00</u>
		Cost of making, levying, and collecting the Assessment as provided by Law, not to exceed Six Percent (6%) of the Total Assesment	\$ 115,460.00
			<u>7,370.00</u>
		TOTAL ESTIMATE OF COSTS	\$ 122,830.00

Respectfully submitted,



 Engineer for the Board of Local Improvements
 Village of Brookfield, Cook County, Illinois

I hereby certify, in my opinion, the above Estimate does not exceed the probable cost of the proposed Improvement and the lawful expenses attending the same.



 Engineer for the Board of Local Improvements
 Village of Brookfield, Cook County, Illinois

Dated this 21st day of April, 2008.